

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 1

Case: 18-14163

Date Filed: 01/09/2019

Page: 2 of 268

DO NOT WRITE IN THIS SPACE

Case
12-CA-176715

Date Filed
5-20-16

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Advanced Masonry Systems		b. Tel. No. (941) 926-3155
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 5403 Ashton Court Sarasota FL 34233	e. Employer Representative Ronald D Karp	g. e-Mail Ron@advmasonry.com
		h. Number of workers employed 10
i. Type of Establishment (factory, mine, wholesaler, etc.) Construction	j. Identify principal product or service Masonry	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 3 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

(1) Within the previous six months, the Employer discharged an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Marvin Jay Smith Title:
Bricklayers and Allied Craftworkers Local 8 Southeast

4a. Address (Street and number, city, state, and ZIP code) P.O. Box 41369 Nashville TN 37204	4b. Tel. No. (615) 255-6000
	4c. Cell No. (251) 327-6964
	4d. Fax No. (615) 730-5662
	4e. e-Mail jsmith@bacsoutheast.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Kimberly Calametti Walker Title: Legal Counsel
(signature of representative or person making charge) (Print/type name and title or office, if any)

14438 Scenic Hwy. 98
Address Fairhope AL 36532

05/20/2016 11:35:22
(date)

Tel. No. (251) 928-8461
Office, if any, Cell No. (251) 510-8907
Fax No. (251) 928-8461
e-Mail kwalker@kcwlawfirm.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes. **GENERAL COUNSEL EXHIBIT NO. 1(a)**



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 12
201 E Kennedy Blvd., Ste. 530
Tampa, FL 33602-5824

Agency Website:
www.nlr.gov
Telephone: (813)228-2641
Fax: (813)228-2874



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May 24, 2016

Ronald D Karp
Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

Re: Advanced Masonry Systems
Case 12-CA-176796

Dear Mr. Karp:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney RAFAEL AYBAR whose telephone number is (813)228-2652. If this Board agent is not available, you may contact Supervisory Examiner DENISE C. MORRISON whose telephone number is (813)228-2455.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

GENERAL COUNSEL EXHIBIT NO. 1(b)

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

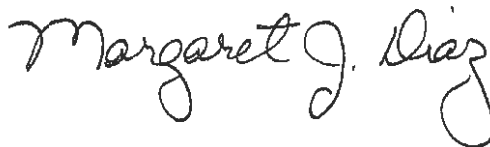
We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



Margaret J. Diaz
Regional Director

i.t.

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

Revised 3/21/2011		NATIONAL LABOR RELATIONS BOARD	
QUESTIONNAIRE ON COMMERCE INFORMATION			
Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.			
CASE NAME		CASE NUMBER 12-CA-176796	
1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)			
2. TYPE OF ENTITY			
[] CORPORATION [] LLC [] LLP [] PARTNERSHIP [] SOLE PROPRIETORSHIP [] OTHER (Specify)			
3. IF A CORPORATION or LLC			
A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES		
4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS			
5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR			
6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).			
7. A. PRINCIPAL LOCATION:		B. BRANCH LOCATIONS:	
8. NUMBER OF PEOPLE PRESENTLY EMPLOYED			
A. Total:		B. At the address involved in this matter:	
9. DURING THE MOST RECENT (Check appropriate box): [] CALENDAR YR [] 12 MONTHS or [] FISCAL YR (FY dates)			
			YES NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$			
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$			
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$			
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$			
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$			
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$			
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$			
H. Gross Revenues from all sales or performance of services (<i>Check the largest amount</i>): [] \$100,000 [] \$250,000 [] \$500,000 [] \$1,000,000 or more If less than \$100,000, indicate amount.			
I. Did you begin operations within the last 12 months? If yes, specify date: _____			
10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?			
[] YES [] NO (<i>If yes, name and address of association or group.</i>)			
11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS			
NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE			
NAME AND TITLE (<i>Type or Print</i>)	SIGNATURE	E-MAIL ADDRESS	DATE
PRIVACY ACT STATEMENT Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.			

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

ADVANCED MASONRY SYSTEMS

Charged Party

and

**BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL 8 SOUTHEAST**

Charging Party

Case 12-CA-176796

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on May 24, 2016, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Ronald D Karp.
Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

May 24, 2016

Date

Ida Thomas, Designated Agent of NLRB

Name

/s/ Ida Thomas

Signature

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
12-CA-176715	7-26-16

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Advanced Masonry Associates, L.L.C d/b/a Advanced Masonry Systems		b. Tel. No. (941)926-3155
		c. Cell No.
d. Address (street, city, state, ZIP code) 5403 Ashton Court Sarasota, FL 34233	e. Employer Representative Ronald D Karp	f. Fax No.
		g. e-Mail ron@advmasonry.com
		h. Dispute Location (City and State) Tampa, FL
i. Type of Establishment (factory, nursing home, hotel) Construction	j. Principal Product or Service Masonry	k. Number of workers at dispute location 10

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act; and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

- (1) Since on or about May 17, 2016, the Employer discharged Luis Acevedo because he joined or supported a labor organization and in order to discourage union activities and/or membership.
- (2) Since on or about late April or early May 2016, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by interrogating its employees about their union activities and by threatening employees with reduced wages if they voted for the Union.

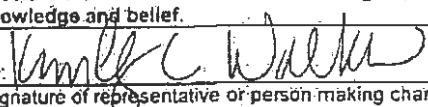
3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Bricklayers and Allied Craftworkers Local 8 Southeast

4a. Address (street and number, city, state, and ZIP code) P.O. Box 41369 Nashville, TN 37204	4b. Tel. No. (615)255-6000
	4c. Cell No. (251)327-6964
	4d. Fax No. (615)730-5662
	4e. e-Mail jsmith@bacsoutheast.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

International Union of Bricklayers and Allied Craftworkers

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (251)928-8461
By: 	Kimberly C. Walker, Esquire	Office, if any, Cell No. (251)510-8907
(signature of representative or person making charge)	Print Name and Title	Fax No. (251)928-8461
Address: 14438 Scenic Highway, 98 Fairhope, AL 36532	Date: 7/26/2016	e-Mail kwalker@kcwlawfirm.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 12
201 E Kennedy Blvd Ste 530
Tampa, FL 33602-5824

Agency Website: www.nlrb.gov
Telephone: (813)228-2641
Fax: (813)228-2874



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July 26, 2016

Ronald D Karp
Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

Re: Advanced Masonry Associates, LLC d/b/a
Advanced Masonry Systems
Case 12-CA-176715

Dear Mr. Karp:

Enclosed is a copy of the first amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Examiner MARK T. HEATON whose telephone number is (813)228-2670. If the agent is not available, you may contact Supervisory Examiner DENISE C. MORRISON whose telephone number is (813)228-2455.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

A handwritten signature in cursive script, reading "Margaret J. Diaz", is located below the "Very truly yours," text.

MARGARET J. DIAZ
Regional Director

Enclosure: Copy of first amended charge

GENERAL COUNSEL EXHIBIT NO. 1(e)

cc: Gregory A. Hearing, Esq.
Thompson, Sizemore & Gonzalez, Hearing
P.O. Box 639
Tampa, FL 33601-0639

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

ADVANCED MASONRY SYSTEMS

Charged Party

and

**BRICKLAYERS AND ALLIED
CRAFTWORKERS LOCAL 8 SOUTHEAST**

Charging Party

Case 12-CA-176715

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on July 26, 2016, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Ronald D Karp
Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

Gregory A. Hearing, Esq.
Thompson, Sizemore & Gonzalez, Hearing
P.O. Box 639
Tampa, FL 33601-0639

July 26, 2016

Date

Latoria Grinder,
Designated Agent of NLRB

Name



Signature

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
SECOND AMENDED CHARGE AGAINST EMPLOYER
INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
12-CA-176715	8/29/16

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Advanced Masonry Associates, L.L.C. d/b/a Advanced Masonry Systems		b. Tel. No. (941) 926-3155
d. Address (street, city, state ZIP code) 5403 Ashton Court Sarasota, FL 34233		c. Cell No.
e. Employer Representative Ronald D. Karp		f. Fax No.
		g. e-Mail ron@advmasonry.com
		h. Dispute Location (City and State) Tampa, FL
i. Type of Establishment (factory, nursing home, hotel) Construction	j. Principal Product or Service Masonry	k. Number of Workers at dispute location 100

l. The above named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1), (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

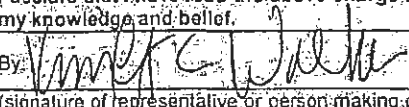
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

- (1) Since on or about May 17, 2016, the Employer discharged Luis Acevedo because he joined or supported a labor organization and in order to discourage union activities and/or membership.
- (2) Since on or about late April or early May 2016, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by interrogating its employees about their union activities and by threatening employees with reduced wages if they voted for the Union.
- (3) Since on or about May 17, 2016, the Employer discriminatorily enforced stricter safety rules in retaliation for employees engaging in union activities.
- (4) Since on or about May 17, 2016, the Employer applied stricter enforcement of its safety rules without notifying the Union and giving them an opportunity to bargain.
- (5) Since on or about May 17, 2016, the Employer discharged Luis Acevedo and Walter Stevenson as a result of stricter enforcement of its safety rules.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Bricklayers and Allied Craftworkers Local 8 Southeast	
4a. Address (street and number, city, state, and ZIP code) P.O. Box 41369 Nashville, TN 37204	4b. Tel. No. (615) 255-6000
	4c. Cell No. (251) 327-6964
	4d. Fax No. (615) 730-5662
	4e. e-Mail jsmith@bacsoutheast.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

International Union of Bricklayers and Allied Craftworkers	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	Tel. No. (251) 928-8461
By:  (signature of representative or person making charge)	Office, if any, Cell No. (251) 510-8907
Kimberly C. Walker, Esquire Print Name and Title	Fax No. (251) 928-8461
Address: 14438 Scenic Highway, 98 Fairhope, AL 36532	e-Mail kwalker@kcwlawfirm.com
Date: 8/29/2016	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Submission of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings of litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

GENERAL COUNSEL EXHIBIT NO. 11(g)



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201 E Kennedy Blvd Ste 530
Tampa, FL 33602-5824

Agency Website:
www.nlr.gov
Telephone: (813)228-2641
Fax: (813)228-2874

August 30, 2016

Ronald D Karp
Advanced Masonry Associates, LLC
d/b/a Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

Re: Advanced Masonry Associates, LLC d/b/a
Advanced Masonry Systems
Case 12-CA-176715

Dear Mr. Karp:

Enclosed is a copy of the second amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Examiner MARK T. HEATON whose telephone number is (813)228-2670. If the agent is not available, you may contact Supervisory Examiner DENISE C. MORRISON whose telephone number is (813)228-2455.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the second amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

Margaret J. Diaz
Regional Director

Enclosure: Copy of second amended charge

cc: Gregory A. Hearing, Esq.
Thompson, Sizemore & Gonzalez, Hearing
P.O. Box 639
Tampa, FL 33601-0639

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

ADVANCED MASONRY ASSOCIATES, L.L. C.
D/B/A ADVANCED MASONRY SYSTEMS

Charged Party

and

BRICKLAYERS AND ALLIED
CRAFTWORKERS LOCAL 8 SOUTHEAST

Charging Party

Case 12-CA-176715

AFFIDAVIT OF SERVICE OF SECOND AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on August 30, 2016, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Ronald D Karp
Advanced Masonry Associates, LLC d/b/a
Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

Gregory A. Hearing, Esq.
Thompson, Sizemore & Gonzalez, Hearing
P.O. Box 639
Tampa, FL 33601-0639

August 30, 2016

Date

Michele Serrano,
Designated Agent of NLRB

Name

/s/Michele Serrano

Signature

GENERAL COUNSEL EXHIBIT NO. 1(1)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a ADVANCED MASONRY SYSTEMS

and

Case 12-CA-176715

BRICKLAYERS AND ALLIED CRAFTWORKERS,
LOCAL 8 SOUTHEAST

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by Bricklayers and Allied Craftworkers, Local 8 Southeast (the Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), and alleges that Advanced Masonry Associates, LLC d/b/a Advanced Masonry Systems (Respondent) has violated the Act as described below:

1.

(a) The original charge in Case 12-CA-176715 was filed by the Union on May 20, 2016, and a copy was served on Respondent by U.S. mail on May 24, 2016.

(b) The first amended charge in Case 12-CA-176715 was filed by the Union on July 26, 2016, and a copy was served on Respondent by U.S. mail on the same date.

(c) The second amended charge in Case 12-CA-176715 was filed by the Union on August 29, 2016, and a copy was served on Respondent by U.S. mail on August 30, 2016.

2.

(a) At all material times, Respondent has been a Florida limited liability company with its principal office and place of business in Sarasota, Florida, and has been engaged in business as a

masonry contractor in the construction industry performing commercial construction at jobsites throughout the State of Florida.

(b) During the past 12 months, Respondent, in conducting its business operations described above in paragraph 2(a), purchased and received at its jobsites in the State of Florida, goods valued in excess of \$50,000 directly from points located outside the State of Florida and from enterprises located within the State of Florida, each of which had received the goods directly from points located outside the State of Florida.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3.

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act

4.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Aleksei Feliz	-	Safety Director
Brent McNett	-	Foreman
Mario Morales	-	Foreman

5.

On or about a date in April or early May 2016, a more precise date being presently unknown to the undersigned, Respondent, by Mario Morales, at Respondent's Westshore Yacht Club jobsite (WYC jobsite), interrogated employees about their union activities.

6.

On or about a date in early May 2016, a more precise date being presently unknown to the undersigned, Respondent, by Aleksei Feliz, at Respondent's WYC jobsite, threatened employees with reduced wages if they voted for the Union.

7.

(a) On or about May 16, 2016, Respondent enforced its safety rules against its employees Luis Acevedo and Walter Stevenson more strictly than it normally enforced its safety rules.

(b) On or about May 16, 2016, Respondent suspended its employees Luis Acevedo and Walter Stevenson.

(c) On or about May 17, 2016, Respondent discharged its employees Luis Acevedo and Walter Stevenson.

(d) Respondent engaged in the conduct described above in paragraphs 7(a) through 7(c) because employees joined and assisted the Union, and to discourage employees from engaging in these or other concerted activities.

8.

By the conduct described above in paragraphs 5 and 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(a)(1) of the Act.

9.

By the conduct described above in paragraphs 7(a) through 7(d), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(a)(1) and (3) of the Act.

10.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, in order to fully remedy the unfair labor practices set forth above, the General Counsel seeks an order requiring that the employees named above in paragraphs 7(a) through 7(c) be made whole, including, but not limited to, payment for consequential economic harm they incurred as a result of Respondent's unlawful conduct. The General Counsel further

seeks an order requiring Respondent to post and electronically distribute notices printed in both the English and Spanish languages. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before November 14, 2016, or postmarked on or before November 13, 2016.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.


An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than two (2) hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-Filing rules require that such answer

containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **February 6, 2017, at 10:00 a.m.**, at the **National Labor Relations Board Hearing Room, 201 East Kennedy Blvd., Suite 530, Tampa, Florida**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: October 31, 2016.


Margaret J. Diaz, Regional Director
National Labor Relations Board, Region 12
201 East Kennedy Boulevard, Suite 530
Tampa, Florida 33602-5824

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 12-CA-176715

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Ronald D Karp
Advanced Masonry Associates, LLC
d/b/a Advanced Masomy Systems
5403 Ashton Court
Sarasota, FL 34233

Gregory A. Hearing, Esq.
Thompson, Sizemore & Gonzalez, Hearing
P.O. Box 639
Tampa, FL 33601-0639

Marvin Jay Smith
Bricklayers and Allied Craftworkers,
Local 8 Southeast
P.O. Box 41369
Nashville, TN 37204

Kimberly C. Walker, Legal Counsel
Kimberly C. Walker, P.C.
14438 Scenic Hwy. 98
Fairhope, AL 36532

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12

ADVANCED MASONRY ASSOCIATES, LLC
D/B/A ADVANCED MASONRY SYSTEMS

Case 12-CA-176715

and

BRICKLAYERS AND ALLIED CRAFTWORKERS,
LOCAL 8 SOUTHEAST

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing
(with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **October 31, 2016**, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Ronald D Karp
Advanced Masonry Associates, LLC
d/b/a Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

Gregory A. Hearing, Esq.
Thompson, Sizemore & Gonzalez, Hearing
P.O. Box 639
Tampa, FL 33601-0639

REGULAR MAIL

Marvin Jay Smith
Bricklayers and Allied Craftworkers,
Local 8 Southeast
P.O. Box 41369
Nashville, TN 37204

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

Kimberly C. Walker, Legal Counsel
Kimberly C. Walker, P.C.
14438 Scenic Hwy. 98
Fairhope, AL 36532

REGULAR MAIL

October 31, 2016
Date

Latoria Grinder,
Designated Agent of NLRB
Name


Signature

GENERAL COUNSEL EXHIBIT NO. 1(k)

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To Ronald D Karp

Street and Apt. No., or P.O. Box No. 5403 Ashton Court

City, State, ZIP+4® Sarasota FL 34233

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark Here
CNOH
12-CA-176715

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
Ronald D Karp
Advanced Masonry Associates, LLC
d/b/a Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233
CNOH. 12-CA-176715

4a. Article Number
7015 0640 0002 0640 3110

4b. Service Type

☐ Registered ☒ Certified

☐ Express Mail ☐ Insured

☒ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

8. Addressee's Address (Only if requested and fee is paid)

5. Received By: (Print Name)
CNOH. 12-CA-176715

6. Signature: (Addressee or Agent)
X [Signature]

PS Form 3811, December 1994

EOTE 0490 2000 0490 5702

Domestic Return Receipt

Thank you for using Return Receipt Service.

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To Marvin Jay Smith

Street and Apt. No., or P.O. Box No. P.O. Box 41369

City, State, ZIP+4® Nashville TN 37204

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark Here
CNOH
12-CA-176715

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
Marvin Jay Smith
Bricklayers and Allied Craftworkers,
Local 8 Southeast
P.O. Box 41369
Nashville, TN 37204
CNOH. 12-CA-176715

4a. Article Number
7015 0640 0002 0640 3110

4b. Service Type

☐ Registered ☒ Certified

☐ Express Mail ☐ Insured

☒ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

8. Addressee's Address (Only if requested and fee is paid)

5. Received By: (Print Name)
CNOH. 12-CA-176715

6. Signature: (Addressee or Agent)
X [Signature]

PS Form 3811, December 1994

EOTE 0490 2000 0490 5702

Domestic Return Receipt

Thank you for using Return Receipt Service.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12**

**ADVANCED MASONRY ASSOCIATES, LLC
d/b/a ADVANCED MASONRY SYSTEMS**

and

Case No.: 12-CA-176715

**BRICKLAYERS AND ALLIED CRAFTWORKERS,
LOCAL 8 SOUTHEAST**

**RESPONDENT'S MOTION TO FILE UNTIMELY ANSWER AND AFFIRMATIVE
DEFENSES TO ADMINISTRATIVE COMPLAINT**

Respondent, ADVANCED MASONRY ASSOCIATES, LLC d/b/a ADVANCED MASONRY SYSTEMS ("Respondent" or "AMS"), by and through its undersigned counsel and pursuant to the National Labor Relations Act, 29 U.S.C. §§ 151 et seq. (the "Act"), and Section 102.11 of the Rules and Regulations of the National Labor Relations Board (the "Board"), hereby submits the following Motion seeking permission to file an untimely Answer and Affirmative Defenses to the Administrative Complaint issued by the Board in the above-captioned matter. Respondent states as follows:

1. Undersigned counsel have represented Respondent from the time the unfair labor practice charge underlying the Complaint was filed. Both undersigned counsel and Respondent were served with the Complaint on or about October 31, 2016.

2. As set forth in the affidavit attached to this Motion as Exhibit A, undersigned counsel did not timely answer the Complaint, as it was conferring with Respondent on the status of its continued representation. Those conferrals have been concluded and the undersigned are ready to proceed on Respondent's behalf.

3. Contemporaneous with this Motion, Respondent has filed an Answer and Affirmative Defenses. Respondent respectfully requests that the Board accept the pleading, on the ground that Respondent's failure to timely file was for good cause based on excusable neglect, as provided in Section 102.111(c) of the Board's Rules and Regulations. No undue prejudice will result, as the hearing in this matter is scheduled for February 6, 2017.

WHEREFORE, Respondent, ADVANCED MASONRY ASSOCIATES, LLC d/b/a ADVANCED MASONRY SYSTEMS, requests that the Board grant this Motion and accept the Answer and Affirmative Defenses, granting AMS such other and further relief as is just and proper.

Dated this 8th day of December, 2016.

Respectfully submitted,

/s/Gregory A. Hearing
GREGORY A. HEARING
Florida Bar No. 0817790
ghearing@tsghlaw.com
CHARLES J. THOMAS
Florida Bar No. 0986860
cthomas@tsghlaw.com
THOMPSON, SIZEMORE, GONZALEZ
& HEARING, P.A.
201 North Franklin Street, Suite 1600
Tampa, Florida 33602
(813) 273-0050
Fax: (813) 273-0072
Attorneys for Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been filed electronically with the National Labor Relations Board, and furnished by U.S. Mail to the individuals below, on this 8th day of December, 2016, to the following:

Margaret J. Diaz
Regional Director
National Labor Relations Board, Region 12
201 East Kennedy Boulevard, Suite 530
Tampa, Florida 33602-5824

Kimberly Walker, Esq.
Kimberly C. Walker, P.C.
14438 Scenic Highway 98
Fairhope, Alabama 36532

/s/Gregory A. Hearing
Attorney

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12**

**ADVANCED MASONRY ASSOCIATES, LLC
d/b/a ADVANCED MASONRY SYSTEMS**

and

Case No.: 12-CA-176715

**BRICKLAYERS AND ALLIED CRAFTWORKERS,
LOCAL 8 SOUTHEAST**

AFFIDAVIT OF GREGORY HEARING, ESQ.

**STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)**

BEFORE ME, the undersigned authority, personally appeared GREGORY A. HEARING, ESQ, of THOMPSON, SIZEMORE, GONZALEZ & HEARING, P.A., who is personally known to me and who, after being first duly sworn, deposes and says as follows:

1. My name is Gregory Hearing. I am over eighteen (18) years of age. I am a resident of Florida. I am competent to give this affidavit. The facts set forth below are based upon my personal knowledge.

2. This firm has represented Respondent, ADVANCED MASONRY ASSOCIATES, LLC d/b/a ADVANCED MASONRY SYSTEMS ("Respondent"), since the time the unfair labor practice charge underlying the Complaint was filed. We represented Respondent throughout the Board's investigation of the charge, and were served with a copy of the Complaint on or about October 31, 2016, as was our client.

EXHIBIT A

3. Following the issuance of the Complaint, we conferred with Respondent over an extended period on whether we were to continue our representation. Those conferrals have been concluded, and our firm is ready to proceed on Respondent's behalf.

4. Under penalties of perjury, I declare that I have read the foregoing Affidavit, and the facts stated in it are true and correct.

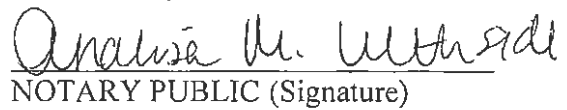
DATED: December 8, 2016.

FURTHER AFFIANT SAYETH NAUGHT.


GREGORY A. HEARING, ESQ.

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing Affidavit of Gregory Hearing, who is personally known to me, was acknowledged, subscribed, and sworn to before me on this 8th day of December, 2016.


NOTARY PUBLIC (Signature)

(SEAL)



**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12**

**ADVANCED MASONRY ASSOCIATES, LLC
d/b/a ADVANCED MASONRY SYSTEMS**

and

Case No.: 12-CA-176715

**BRICKLAYERS AND ALLIED CRAFTWORKERS,
LOCAL 8 SOUTHEAST**

ANSWER AND AFFIRMATIVE DEFENSES TO ADMINISTRATIVE COMPLAINT

Respondent, ADVANCED MASONRY ASSOCIATES, LLC d/b/a ADVANCED MASONRY SYSTEMS (“Respondent” or “AMS”), by and through its undersigned counsel and pursuant to the National Labor Relations Act, 29 U.S.C. §§ 151 et seq. (the “Act”), and Sections 102.20 and 102.21 of the Rules and Regulations of the National Labor Relations Board (the “Board”), hereby submits the following Answer to the Administrative Complaint issued by the Board in the above-captioned matter.

1. With respect to the allegations contained in sub-paragraph (a) of Paragraph 1 of the Complaint, Respondent admits that the original charge in Case 12-CA-176715 was filed by the Union on May 20, 2016. Respondent is without knowledge as to the precise date on which it was served with the original charge, but admits that it was served with the original charge by U.S. Mail. Respondent admits the allegations contained in sub-paragraphs (b) and (c) of Paragraph 1 of the Complaint.

2. Respondent admits the allegations contained in subparagraphs (a) and (b) of Paragraph 2 of the Complaint. With respect to the allegations contained in subparagraph 2(c) of the Complaint, without the Board specifying the “material times” for purposes of the Complaint,

Respondent is without knowledge as to whether it was an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act “at all material times,” and therefore denies this allegation.

3. Without the Board specifying the “material times” for purposes of the Complaint, Respondent is without knowledge as to whether the Union was a labor organization “at all material times” and therefore denies this allegation.

4. Respondent admits that Mr. Feliz presently holds the position of Safety Director; that Messrs. McNett and Morales presently hold the position of foreman; and that the individuals held these positions in April and May 2016. Without the Board defining the “material times” for purposes of the Complaint, Respondent is without knowledge as to whether Messrs. Feliz, McNett and Morales were its supervisors and agents under the Act “at all material times” and therefore denies these allegations.

5. Respondent denies the allegations contained in Paragraph 5 of the Complaint.

6. Respondent denies the allegations contained in Paragraph 6 of the Complaint.

7. Respondent denies the allegations contained in sub-paragraphs (a) and (d) of Paragraph 7 of the Complaint. Respondent admits the allegations of sub-paragraphs (b) and (c) of Paragraph 7 of the Complaint, but denies that the suspensions and discharges referred to in Paragraph 7 violated the Act.

8. Respondent denies the allegations contained in Paragraph 8 of the Complaint.

9. Respondent denies the allegations contained in Paragraph 9 of the Complaint.

10. Respondent denies the allegations contained in Paragraph 10 of the Complaint, and denies that the General Counsel is entitled to the relief set forth in the “WHEREFORE” clause following Paragraph 10 of the Complaint.

GENERAL DENIAL

AMS denies all allegations in the Complaint not expressly admitted herein.

AFFIRMATIVE DEFENSES

1. The allegations of the Complaint fail to state a claim under the Act.
2. Some or all of the allegations in the Complaint fall outside the scope of the underlying unfair labor practice charge.
3. The Complaint is so vague and lacking in detail that Respondent is unable to understand the charges and issues to be considered at the trial.
4. The two employee(s) whose suspensions and discharges are the subject of the Complaint would have been suspended and discharged regardless of the union election campaign and/or the employee union activities alleged in the Complaint.
5. The two employees who the General Counsel seeks to reinstate failed to mitigate their damages by seeking alternative employment.
6. With respect to the two employees' prospective back pay, the Employer is entitled to a set-off for post-termination earnings, and for unemployment compensation received.
7. As a matter of law, the Act does not authorize relief for consequential economic harm.

WHEREFORE, Respondent, ADVANCED MASONRY ASSOCIATES, LLC d/b/a ADVANCED MASONRY SYSTEMS, requests that the Complaint be dismissed with prejudice, with AMS being awarded such other and further relief as is just and proper.

Dated this 8th day of December, 2016.

Respectfully submitted,

/s/Gregory A. Hearing

GREGORY A. HEARING

Florida Bar No. 0817790

ghearing@tsghlaw.com

CHARLES J. THOMAS

Florida Bar No. 0986860

cthomas@tsghlaw.com

THOMPSON, SIZEMORE, GONZALEZ

& HEARING, P.A.

201 North Franklin Street, Suite 1600

Tampa, Florida 33602

(813) 273-0050

Fax: (813) 273-0072

Attorneys for Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Answer and Affirmative Defenses has been filed electronically with the National Labor Relations Board, and furnished by U.S. Mail to the individuals below, on this 8th day of December, 2016, to the following:

Margaret J. Diaz
Regional Director
National Labor Relations Board, Region 12
201 East Kennedy Boulevard, Suite 530
Tampa, Florida 33602-5824

Kimberly Walker, Esq.
Kimberly C. Walker, P.C.
14438 Scenic Highway 98
Fairhope, Alabama 36532

/s/Gregory A. Hearing

Attorney



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 12
201 E KENNEDY BLVD STE 530
TAMPA, FL 33602-5824

Agency Website: www.nlrb.gov
Telephone: (813)228-2641
Fax: (813)228-2874

December 14, 2016

Gregory A. Hearing
Thompson, Sizemore, Gonzalez & Hearing, P.A.
201 N. Franklin Street, Ste. 1600
Tampa, FL 33602

Re: Advanced Masonry Associates, LLC
d/b/a Advanced Masonry Systems
Case 12-CA-176715

Dear Mr. Hearing:

Respondent's request for an extension of time to answer the complaint in the above-captioned case has been granted.

Very truly yours,

A handwritten signature in black ink that reads "Margaret J. Diaz /sc".

Margaret J. Diaz
Regional Director

cc: Ronald D Karp
Advanced Masonry Associates, LLC d/b/a
Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

Kimberly C. Walker, Legal Counsel
Kimberly C. Walker, P.C.
14438 Scenic Hwy. 98
Fairhope, AL 36532
Marvin Jay Smith

Bricklayers and Allied Craftworkers Local 8 Southeast
P.O. Box 41369
Nashville, TN 37204

GENERAL COUNSEL EXHIBIT NO. 1(n)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a ADVANCED MASONRY SYSTEMS

and

Case 12-CA-176715

BRICKLAYERS AND ALLIED CRAFTWORKERS,
LOCAL 8 SOUTHEAST

AMENDMENT TO COMPLAINT

A Complaint having issued in the above-captioned case on October 31, 2016,

IT IS ORDERED, pursuant to Section 102.17 of the Board's Rules and Regulations that the Complaint is amended in the following respects:

Paragraph 5 is amended to read as follows:

On or about a date in April or early May 2016, a more precise date being presently unknown to the undersigned, Respondent, by Mario Morales at Respondent's University of Tampa jobsite (UT jobsite), interrogated employees about their union activities.

Paragraph 6 is amended to read as follows:

On or about a date in early May 2016, a more precise date being presently unknown to the undersigned, Respondent, by Aleksei Feliz, at Respondent's UT jobsite, threatened employees with reduced wages if they voted for the Union.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the amendment to complaint. The answer must be **received by this office on or before January 25, 2017, or postmarked on or before January 24, 2017.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or

if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amendment to complaint are true.

Dated: January 11, 2017.

A handwritten signature in cursive script, reading "Margaret J. Diaz", is written over a horizontal line.

Margaret Diaz, Regional Director
National Labor Relations Board, Region 12
201 E. Kennedy Blvd., Suite 530
Tampa, FL 33602-5824

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 12-CA-176715

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in **detail**;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Ronald D Karp
Advanced Masonry Associates, LLC
d/b/a Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

Gregory A. Hearing, Esq.
Thompson, Sizemore & Gonzalez, Hearing
201 N. Franklin St.
Ste. 1600
Tampa, FL 33602-5110

Marvin Jay Smith
Bricklayers and Allied Craftworkers,
Local 8 Southeast
P.O. Box 41369
Nashville, TN 37204

Kimberly C. Walker, Legal Counsel
Kimberly C. Walker, P.C.
14438 Scenic Hwy. 98
Fairhope, AL 36532

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12

ADVANCED MASONRY ASSOCIATES, LLC
D/B/A ADVANCED MASONRY SYSTEMS

Case 12-CA-176715

and

BRICKLAYERS AND ALLIED CRAFTWORKERS,
LOCAL 8 SOUTHEAST

AFFIDAVIT OF SERVICE OF: Amendment to Complaint
(with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **January 11, 2017**, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Ronald D Karp
Advanced Masonry Associates, LLC
d/b/a Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

Gregory A. Hearing, Esq.
Thompson, Sizemore & Gonzalez, Hearing
201 N. Franklin St.
Ste. 1600
Tampa, FL 33602-5110

REGULAR MAIL

Marvin Jay Smith
Bricklayers and Allied Craftworkers,
Local 8 Southeast
P.O. Box 41369
Nashville, TN 37204

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

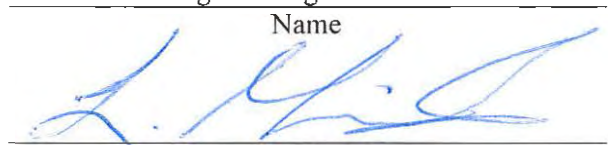
Kimberly C. Walker, Legal Counsel
Kimberly C. Walker, P.C.
14438 Scenic Hwy. 98
Fairhope, AL 36532

REGULAR MAIL

January 11, 2017
Date

Latoria Grinder,
Designated Agent of NLRB

Name


Signature

GENERAL COUNSEL EXHIBIT NO. 1(p)

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To Ronald Karp

Street and Apt. No., or PO Box No. 5403 Ashton Ct.

City, State, ZIP+4® Sarasota, FL 34233

Postmark Here 12-CA-176715

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Ronald Karp
5403 Ashton Ct.
Sarasota, FL 34233

4a. Article Number

7015 0640 0002 0640 3325

4b. Service Type

- ☐ Registered ☒ Certified
- ☐ Express Mail ☐ Insured
- ☒ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

5. Received By: (Print Name)

CPT. 12-CA-176715 Amendment

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X Katherine J. Hol

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To Marvin J. Smith

Street and Apt. No., or PO Box No. P.O. Box 41369

City, State, ZIP+4® Nashville, TN 37204

Postmark Here 12-CA-176715

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Marvin J. Smith
P.O. Box 41369
Nashville, TN 37204

4a. Article Number

7015 0640 0002 0640 3332

4b. Service Type

- ☐ Registered ☒ Certified
- ☐ Express Mail ☐ Insured
- ☒ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

5. Received By: (Print Name)

Darrell E. Craig

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X Darrell E. Craig

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a ADVANCED MASONRY SYSTEMS

and

Cases 12-RC-175179
12-CA-176715

BRICKLAYERS AND ALLIED CRAFTWORKERS,
LOCAL 8 SOUTHEAST

INDEX AND DESCRIPTION OF GENERAL COUNSEL EXHIBIT

General Counsel Exhibit 1(a) Original Charge in Case 12-CA-176715, filed 05/20/16

1(b) Letter of Service of 1(a), dated 05/24/16

1(c) Affidavit of Service of 1(a), dated 05/24/16

1(d) First Amended Charge in Case 12-CA-176715, filed 07/26/16

1(e) Letter of Service of 1(d), dated 07/26/16

1(f) Affidavit of Service of 1(d), dated 07/26/16

1(g) Original Charge in Case 12-CA-176715, filed 08/29/16

1(h) Letter of Service of 1(g), dated 08/30/16

1(i) Affidavit of Service of 1(g), dated 08/30/16

1(j) Complaint and Notice of Hearing for 12-CA-176715, dated 10/31/16

1(k) Affidavit of Service of 1(j), dated 10/31/16

1(l) Respondent's Motion to File Untimely Answer and Affirmative Defenses to Administrative Complaint, filed 12/08/16

1(m) Answer and Affirmative Defenses to Administrative Complaint, filed 12/08/16

1(n) Extension of Time to Answer Complaint Granted, dated 12/14/16

1(o) Amendment to Complaint, dated 01/11/17

GENERAL COUNSEL EXHIBIT NO. 1(q)

1(p) Affidavit of Service of 1(o), dated 01/11/17

1(q) Index and Description of General Counsel Exhibit

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a ADVANCED MASONRY SYSTEMS

and

Case 12-CA-176715

BRICKLAYERS AND ALLIED CRAFTWORKERS,
LOCAL 8 SOUTHEAST

CONFORMED¹ AMENDED COMPLAINT

This Complaint and Notice of Hearing is based on a charge filed by Bricklayers and Allied Craftworkers, Local 8 Southeast (the Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), and alleges that Advanced Masonry Associates, LLC d/b/a Advanced Masonry Systems (Respondent) has violated the Act as described below:

1.

(a) The original charge in Case 12-CA-176715 was filed by the Union on May 20, 2016, and a copy was served on Respondent by U.S. mail on May 24, 2016.

(b) The first amended charge in Case 12-CA-176715 was filed by the Union on July 26, 2016, and a copy was served on Respondent by U.S. mail on the same date.

¹ The original Complaint and Notice of Hearing issued in this matter on October 31, 2016, and an Amendment to Complaint issued on January 11, 2017. On February 6, 2017, Administrative Law Judge Rosas granted Counsel for General Counsel's Motion to Further Amend the Complaint. This Conformed Amended Complaint incorporates both the Amendment to Complaint issued on January 11, 2017, and the February 6, 2017, Amendment to the Complaint.

(c) The second amended charge in Case 12-CA-176715 was filed by the Union on August 29, 2016, and a copy was served on Respondent by U.S. mail on August 30, 2016.

2.

(a) At all material times, Respondent has been a Florida limited liability company with its principal office and place of business in Sarasota, Florida, and has been engaged in business as a masonry contractor in the construction industry performing commercial construction at jobsites throughout the State of Florida.

(b) During the past 12 months, Respondent, in conducting its business operations described above in paragraph 2(a), purchased and received at its jobsites in the State of Florida, goods valued in excess of \$50,000 directly from points located outside the State of Florida and from enterprises located within the State of Florida, each of which had received the goods directly from points located outside the State of Florida.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3.

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act

4.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Aleksei Feliz	-	Safety Director
Brent McNett	-	Foreman
Mario Morales	-	Foreman

5.

On or about a date in April or early May 2016, a more precise date being presently unknown to the undersigned, Respondent, by Mario Morales, at Respondent's ~~Westshore Yacht~~

~~Club jobsite (WYC jobsite), University of Tampa jobsite (UT jobsite)~~ interrogated employees about their union activities.

6.

(a) On or about a date in early May 2016, a more precise date being presently unknown to the undersigned, Respondent, by Aleksei Feliz, at Respondent's ~~WYC jobsite~~ UT jobsite, threatened employees with reduced wages if they voted for the Union.

(b) On or about a date in early May 2016, a more precise date being presently unknown to the undersigned, Respondent, by Brent McNett, at Respondent's UT jobsite, threatened employees with reduced wages if they voted for the Union.

7.

(a) On or about May 16, 2016, Respondent enforced its safety rules against its employees Luis Acevedo and Walter Stevenson more strictly than it normally enforced its safety rules.

(b) On or about May 16, 2016, Respondent suspended its employees Luis Acevedo and Walter Stevenson.

(c) On or about May 17, 2016, Respondent discharged its employees Luis Acevedo and Walter Stevenson.

(d) Respondent engaged in the conduct described above in paragraphs 7(a) through 7(c) because employees joined and assisted the Union, and to discourage employees from engaging in these or other concerted activities.

8.

By the conduct described above in paragraphs 5 and 6(a) and 6(b), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(a)(1) of the Act.

9.

By the conduct described above in paragraphs 7(a) through 7(d), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(a)(1) and (3) of the Act.

10.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, in order to fully remedy the unfair labor practices set forth above, the General Counsel seeks an order requiring that the employees named above in paragraphs 7(a) through 7(c) be made whole, including, but not limited to, payment for consequential economic harm they incurred as a result of Respondent's unlawful conduct. The General Counsel further seeks an order requiring Respondent to post and electronically distribute notices printed in both the English and Spanish languages. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

. . . .

CASE NO. 18-18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 2



General Counsel¹⁰
Exhibit 2(a)
Page 1 of 8

Job Steps	Hazards	Controls	RAC
Mobilization	Worker Sobriety	<ul style="list-style-type: none"> AMS is a Florida Drug-Free Workplace Testing is done for new hires, random, with cause and Post Accident. 	L
	Injuries	<ul style="list-style-type: none"> All injuries need to be reported to your immediate Supervisor the SAME DAY the injury takes place 	L
	Heat Stress	<ul style="list-style-type: none"> Heat Stress is a REAL Hazard during the summer months and employees need to be monitor hour by hour to ensure everyone is properly hydrated. <p>To that end, employees are provided with the Following:</p> <ul style="list-style-type: none"> Electrolytes Cooling Neck Towels Several Water Cooler Locations On Going Job Site Meeting Discussions about the symptoms of heat stress Tents with Fans for those who need to be taken off the sun to cool off. Neck and Face Protection 	E
	Hazard Communications SDS	<ul style="list-style-type: none"> What is the SDS? (SDS). DISCUSS WHAT THE SDS IS AND WHY WE HAVE ONE. Copy given to General Contractor. 	L
Clothing Requirements	Inappropriate Clothing	<ul style="list-style-type: none"> Wear hard hats, shirts with sleeves, long pants and boots 	M

Personal Protective Equipment	Injuries to head, feet, eyes, etc.	<ul style="list-style-type: none"> Wear protective headgear at all times. All employees will be required to use proper protection as necessary depending the task. 	M
Housekeeping/Daily Clean-up	Stumbling and falling, trip hazards.	<ul style="list-style-type: none"> Keep work area cleaned up daily. Dispose of materials in the designated area. Keep materials out of the walkways 	L
Material Handling, Storage and Stocking/Deliver Equipment and Set up Job.	Injuries such as back strain due to improper lifting and minor lower back pain.	<ul style="list-style-type: none"> DISCUSS PROPER LIFTING Save your back, lift with your legs whenever possible. Lift only within limits. If necessary, get help. Give a good working platform and instructions on how to lift. 	L
	Materials falling on foot. Personal injury due to falling materials.	<ul style="list-style-type: none"> All employees shall wear boots 	H
	Improper Stock of materials on the Scaffold	<ul style="list-style-type: none"> Check to make sure that no blocks or bricks are stacked more higher than the Toe Boards. 	H
	Unloading and setting up equipment	<ul style="list-style-type: none"> Check equipment to see if all safety devices are in working condition. If not RED TAG 	H
Rebar Exposure	Expose to Rebar	<ul style="list-style-type: none"> Rebar Caps will be used at all times. IF YOU SEE A REBAR WITH NO CAP, PUT ONE ON IT. 	H
Forklift Operation	Backing over or running into someone or something.	<ul style="list-style-type: none"> Authorized Operators only allowed to operate forklift. 	M
	Loading and Unloading	<ul style="list-style-type: none"> The loading and unloading of materials CANNOT take place near Walkways, High Traffic Areas and Canopies with the purpose of protecting workers from falling objects. <p>During Loading and Unloading operations, it is the Forklift Operators responsibility to ensure the load is properly secured and stable BEFORE raising or lowering the load. It is the operator's responsibility to ensure no one is under the load or near the load before moving forward with the load.</p>	M

		<ul style="list-style-type: none"> Non-Stop Scaffold meets/exceeds applicable OSHA and ANSI standards and it is design for Masonry Construction. Non-Stop Scaffold must to be Inspected. 	
		<ul style="list-style-type: none"> Training on the correct procedures for the Non-Stop Scaffold erection is required for proper and safe operation. 	M
	Falling scaffold	<ul style="list-style-type: none"> Make sure that the scaffolding is not on a soft footing and is on a solid footing and is on the same level. Make sure there are proper bracings on both sides of the scaffold. Completely deck out the scaffolds with safe boarding materials that is sound and free from knots, splits and cracks. The scaffolding shall have safety rails when working six feet and higher from the floor. Safety rails shall have top rails, middle rails and toe boards. If there are no Safety Rails, Fall Protection PPE MUST be provided. A CAZ MUST be set up at the landing zone to avoid walking traffic under a load. 	M
	Base Plates Missing	<ul style="list-style-type: none"> Base plates/ screw jacks will be used under all scaffold legs. Mud Slits are to be used when Non-Stop Scaffold will be erected on dirt. 	M

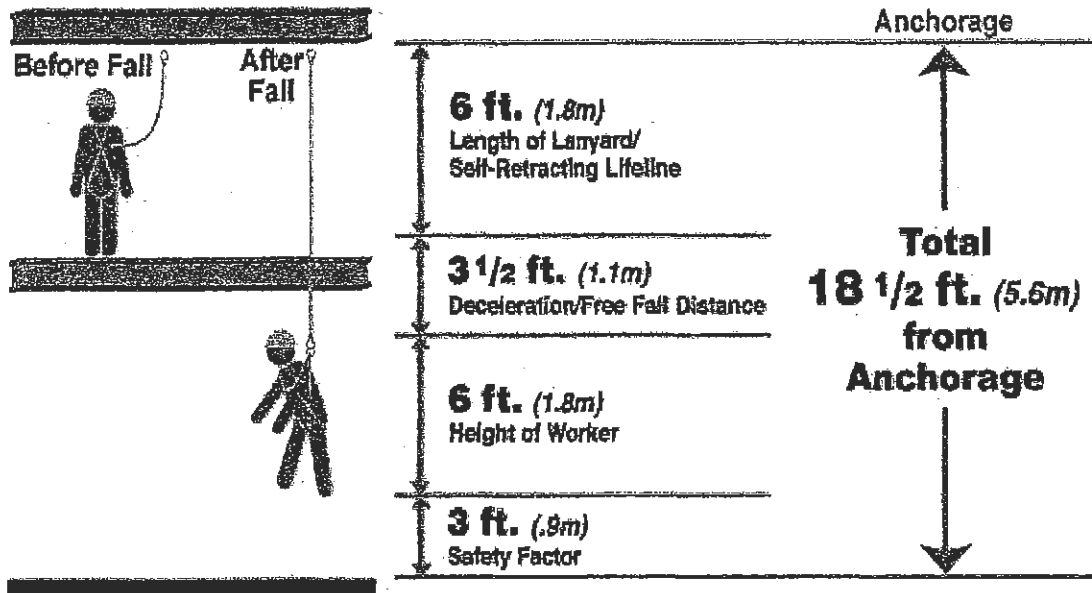
		Climbing of scaffold or incorrect access to scaffold/danger of falling.	<ul style="list-style-type: none"> Each employee is to be trained to correct accessibility of scaffold. The Non-Stop Scaffold Frames are to be used to access the scaffold.
		Building of scaffold/danger of falling. Danger of scaffold falling or collapsing. Check scaffold for problems as correct overlap on plank. Cross braces are in all place, scaffold have not been hit by equipment.	<ul style="list-style-type: none"> Non-Stop Scaffold is to be erected under the supervision of the Competent Person. If a problem is found, the scaffold must be RED TAGGED and must be corrected immediately. Planks must extend a min of 6" and no more than 12" inches past the supports. Planks shall be overlapped a min of 12"
Scaffold Erection, Dismantling, Operation	Falls, Falling objects.		<ul style="list-style-type: none"> Disallow anyone other than erection crew in the immediate area of erection. Non-Stop Scaffold shall be tied to the structure at 26-foot Vertical and 14-foot in horizontal increments. Land NO more than 4,000 pounds at a time. Non-Stop Scaffold Winches and Cable must be checked for proper operation daily.
Installation of Guardrails	Fall Hazard at an elevation of 6' or more while installing Guardrails on the outside perimeter of the Building		<ul style="list-style-type: none"> When possible, AMS Concrete Division, will use Scissor Lift's and/or Boom Lift's to reach the outside perimeter of the building while constructing the Guardrail System. Every employee using the Scissor Lift/Boom Lift will be equipped with a Harness and a Retractable Line and will be tied off to the appropriate anchor point in the equipment. In the event the use of Boom Lift's or Scissor Lift's is not practical or such use will create a bigger hazard, AMS

		will use a 30' Retractable Line with a 5000lbs Anchor Point as Fall Protection.	
		<ul style="list-style-type: none"> Stay away a min of 6' from any Leading Edge that is not protected with Guardrails. 	
Storage of Flammables	Danger of Fire or Explosion	<ul style="list-style-type: none"> Keep away from smoking, welding burning or other source of heat. Have fire extinguisher in area. 	M
Saw cutting/mortar mixing/Block Cutting	Hand injury, eye injury, and dust.	<ul style="list-style-type: none"> Hand held powered saws require safety glasses and appropriate respiratory protection. When used indoors mechanical ventilation to be provided to dilute dust concentration. 	M
		<ul style="list-style-type: none"> Mortar Mixing/Saw Cutting by designated personnel only. A Fire Extinguisher needs to be Highly Visible within 10 feet of the Mortar Mixing and the Saw Cutting operation. 	L
		<ul style="list-style-type: none"> 95N rated dust/mist mask to be worn by Mixer Operator at all times 	L
Pumping Grout	Hand and eye injuries.	<ul style="list-style-type: none"> Safety glasses and face Shields are to be worn at all times. While pumping grout, pull all crimps out of the hose pipe to prevent pressure from building up and causing the possibility of the hose bursting and getting grout in your eyes. 	M
	Serious injuries can occur during operation of this equipment if operated incorrectly.	<ul style="list-style-type: none"> This work should be performed under the direction on experienced pump operator. Hood must remain closed when pump is in operation. 	M

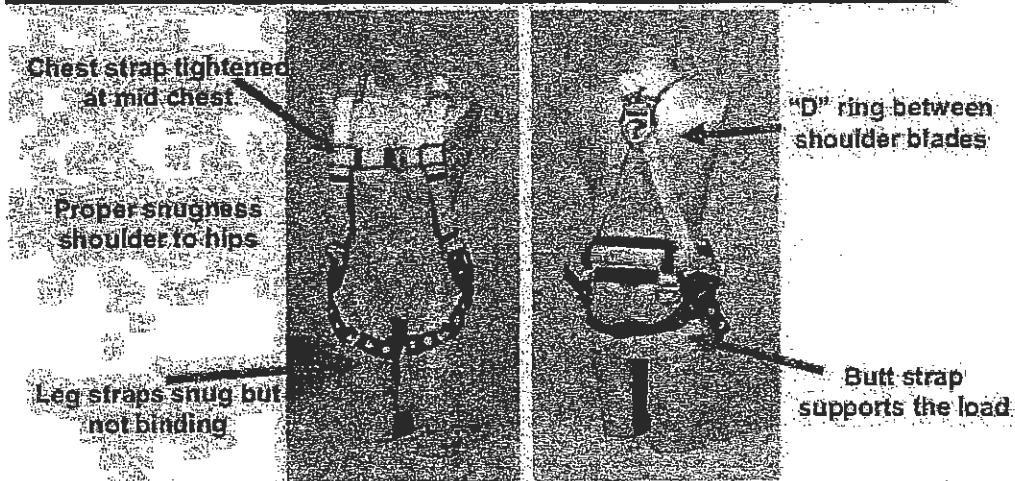
Floor Opening	Not Being Covered	<ul style="list-style-type: none"> Secure floor with proper cover or appropriate barricade in place 	H
Stripping Operation	Overhead Hazard	<ul style="list-style-type: none"> "Danger Tape" placed along perimeter of drop zone. Only employees involved in stripping operations allowed in area. Material cleaned up after stripping. Nails removed, nailed down or bend. 	M
Mortar and Grout Mixing	Alkali burns, debris in eyes	Wash off mortar and cement within a reasonable time.	L
		<ul style="list-style-type: none"> The mortar man is to wear safety glasses and Face Shields at all times 	L
Block and Brick Masonry	Falls, falling objects	<ul style="list-style-type: none"> Guardrails with toe-boards at working level; 	M
		<ul style="list-style-type: none"> Barricade-off area equal to height of wall (block) on opposite side from scaffolding. 	M
		<ul style="list-style-type: none"> Clear away spoil mortar and masonry from scaffold and area at base of scaffold, minimally at each end of shift. 	L
		<ul style="list-style-type: none"> Protection of others (public, trade contractors) in concert with General Contractor. 	M
Block Cutting	Injuries to eyes.	<ul style="list-style-type: none"> While cutting blocks the saw-man shall wear their safety glasses and Face Shield 	M
		<ul style="list-style-type: none"> A dust mask shall be worn at all times while cutting blocks. 	L
		<ul style="list-style-type: none"> Before starting to cut blocks you should check the blade for cracks to be sure it will not discentergrate while cutting. 	
Danger of Other Trades Working Overhead	Danger of material falling from above.	<ul style="list-style-type: none"> Whenever other trades are using cranes or working above your work area, or area you must access, use extreme caution. <p>WE DON'T WORK ABOVE ANYONE NOR LET ANYONE WORK ABOVE US</p>	L

		Respiratory		M <ul style="list-style-type: none"> A dust mask must be used when performing tasks that generate a dust such as cutting.
		Danger to Other Worker		M <ul style="list-style-type: none"> Point saws away from people. Saw blades can break and become projectiles; sawdust and sparks are harmful to personnel
Ladder Access		Improper use of ladder		M <ul style="list-style-type: none"> Use Ladders in Good Condition. Use ladders for all access above 6' Ladders must be secured, both top and bottom, to prevent being displaced. The side rails shall extend no less 36" above landing. Use 1'X4' ratio for vertical placement of ladder. Climb ladder using both hands. Tools and equipment will be pulled up with ropes or lifted by forklift. Stepladder must be used in the open position, no leaning against wall or column.
Work at Elevated Platforms		Working at heights		H <ul style="list-style-type: none"> Do not work at elevations 6' or higher without fall protection. Guardrails and/or harnesses will be used during the work
		ZERO TOLERANCE TO FALL PROTECTION VIOLATIONS		<p>Fall hazard protection must be in place before working in 5K Anchors – Installation/process</p>
Non-Stop Scaffold		Injury due to falling and falling debris.		H <ul style="list-style-type: none"> Competent Person onsite shall supervise the Erection and Dismantling of Scaffold following OSHA Guidelines.

FALL PROTECTION CLEARANCE DISTANCES AND PROPER HARNESS FITTING



Harness Fitting

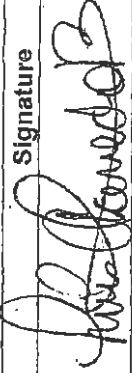




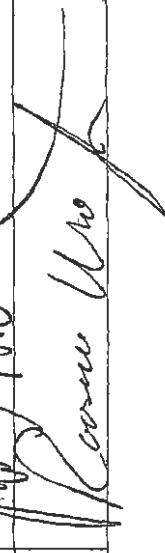


- Harnesses must be sized for the worker. Workers must weigh more than 130 lbs. and less than 300lbs.


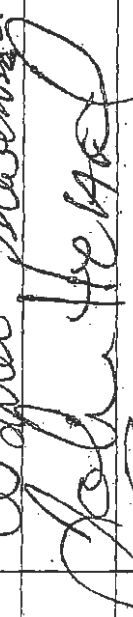



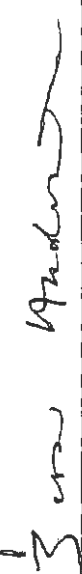



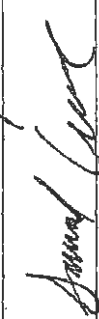
Fall Protection Refresher Orientation

55

AMS MASONRY EMPLOYEES AHA ORIENTATION

AHA Modified and Reviewed		
Name (Print)	Signature	Date
Luis A Acevedo		2-9-16
DAVID ACEVEDO		02-09-16
Emier Dociler		02-09-16
Thynn Gamble		02-09-16
Tim Bryant		02-09-16
Henry Smalls		02-09-16
FRANCISCO RAMIREZ (CONCRETE)	FRANCISCO RAMIREZ (CONCRETE)	05-09-16
Jose L. Salto Calderon (CONCRETE)	Jose L. Salto C. (CONCRETE)	05-09-16
Benito Santiago (CONCRETE)	Benito Santiago (CONCRETE)	05-09-16
James D. Wood		05-09-16
Roosevelt Wood, III		05-09-16

AMS MASONRY EMPLOYEES AHA ORIENTATION

AHA Modified and Reviewed		Date	
Name (Print)	Signature	Date	
Larry Butler		2/8/16	
WALTER STEINKUSOY	Walter Steinkusoy	02-09-16	
Sohnheard		02-09-16	
Randy Dartman		02-09-16	
Eric Jones		02-09-16	
James Williams		02-09-16	
Zion Anderson		02-09-16	
James Whitaker		02-09-16	
Darwin Cowser		02-09-16	
Ernest Finkels		02-09-16	
Samuel Cappel		02-09-16	

Case: 18-14163

Date Filed: 01/09/2019

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CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 3

19 FEB. 20__

DAILY LOG

DAY _____

CONTRACTOR AMS JOB NAME DCU Phase II JOB NO. _____

Work Performed Today Richard Haser was working on Scaffold above 6' and not tie off (2nd offense). Richard was observed working without using fall protection by Sean Gentry of HP. Richard Must Complete HP orientation before returning to work. He was sent home.

Weather _____

Temp. AM _____ PM ☒

Safety Meeting _____

Work Force No.

Superintendent _____

Clerk _____

Bricklayers _____

Carpenters _____

Cement Masons _____

Electricians _____

Iron Workers _____

Laborers _____

Operating Eng. _____

Plumbers _____

Pipe Fitters _____

Sheet Metal _____

Truck Drivers _____

Problems - Delays _____

Sub-Contractor Progress _____

Special Assignments _____

Extra Work

Authorized By

Approx. Price

Equipment Rented Today

Rented From

Rate

Supervisor's Signature _____

Total _____

Equipment Hrs.

Material Purchased

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

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N.L.R.B. Case No. 12-CA-221114

Tab No: 4



Advanced Masonry Systems

Advanced Masonry Systems

5403 Ashton Court

Sarasota, Florida 34233

941-926-3155 - Phone / 941-926-4804 - Facsimile

EMPLOYEE WARNING NOTICE:

FINAL	3	2	X
-------	---	---	---

Employee Name: TIM BRYANTDate of Notice: 03/08/16Jobsite: WEST SHORE, YEATS MANOR Dr,Date of Incident: 03/08/16

REASON FOR WARNING:	EXPLANATION:	
ATTENDANCE		
WORK QUALITY		
SAFETY VIOLATION	X	
VIOLATION OF COMPANY POLICY	X	
OTHER		

SUPERVISOR'S STATEMENT:

TIM BRYANT, was observed laying block on a leading Edge on top of a 6' foot scaffold, on the second floor, Approx. at 18' feet high from the ground. Time: 1:00 pm

WITNESS: Luis Acevedo, FLYNN GAMBLE.

ACTION TO BE TAKEN:

WARNING

☐

PROBATION

☐

SUSPENSION

☐

DISMISSAL

☒

OTHER

☐
Describe: Tim B. was sent Home for remainder of the day.

I have read and understand the issues covered in this Warning Notice, have received a copy of the Notice, and agree to take the necessary steps to correct the deficiencies addressed, with the understanding that my failure to correct the deficiencies may result in further action being taken, including termination of my employment.

Employee Signature as acknowledgment

Prepared by: Supervisor's Name

Copy to:

Personnel File

☐

Employee

☐

Job File

☐

HR Dept.

000253

General Counsel
Exhibit 4 (Cn)

Alek Feliz

From: Fernando Ramirez
Sent: Tuesday, March 08, 2016 1:35 PM
To: Alek Feliz
Subject: TIM BRYANT(FP.VIOLATION) "MASON"

The MASON Tim Bryant, was observed laying block on a leading edge.
On top of a 6' foot SCAFFOLD, on the second floor.
Approx. at 18' feet high from the ground.

Tim was sent home, for the remainder of the day.

TIME: 1:00pm.
LOCATION: building 2, West side by stairs.
PROJECT LOCATION: 5727 Yeats Manor Dr, Tampa 33616.

MASON'S WITNESS: LUIS ACEVEDO, FLYNN GAMBLE.

Sent from my Verizon Wireless 4G LTE Droid

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 5



Case 18-14163

Date Filed: 01/09/2019

Page: 67 of 268

Advanced Masonry Systems

3400 Ashford Court

Sarasota, Florida 34233

941-926-3155 - Phone / 941-926-4804 - Facsimile

EMPLOYEE WARNING NOTICE:

FINAL

3

2

X

Employee Name: Luis A. AcevedoDate of Notice: 05-16-16

Jobsite: _____

Date of Incident: 05-16-16

REASON FOR WARNING:	EXPLANATION:
ATTENDANCE	
WORK QUALITY	
SAFETY VIOLATION	X
VIOLATION OF COMPANY POLICY	X
OTHER	

SUPERVISOR'S STATEMENT:

ACCORDING TO SUPERVISOR (BREN MCNETT) THE EMPLOYEE NAME:LUIS A. ACEVEDO WAS WORKING ON THE SCAFFOLDAPPROXIMATELY AT 10' FEET HIGH, THE EMPLOYEE WAS NOT TIC-OFF PROPERLY

ACTION TO BE TAKEN:

WARNING

☐

PROBATION

☐

SUSPENSION

☒

DISMISSAL

☐

OTHER

☐Describe: Sent home for remainder of day

I have read and understand the issues covered in this Warning Notice, have received a copy of the Notice, and agree to take the necessary steps to correct the deficiencies addressed, with the understanding that my failure to correct the deficiencies may result in further action being taken, including termination of my employment.

Employee Signature as acknowledgment

Prepared by: Supervisor's Name

Copy to:

Personnel File

☐

Employee

☐

Job File

☐

HR Dept.

☐

EmpWarning-AMS.xls

General Counsel

Exhibit 5

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 6



Advanced Masonry Systems

Case 18-14163

Date Filed: 01/09/2019

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Advanced Masonry Systems

5415 Ashford Court

Sarasota, Florida 34233

941-926-3155 - Phone / 941-926-4804 - Facsimile

EMPLOYEE WARNING NOTICE:

FINAL

3

2

X

Employee Name: Walter StevensonDate of Notice: 05-16-16

Jobsite:

UNIVERSITY OF TAMPADate of Incident: 05-16-16

REASON FOR WARNING:	EXPLANATION:
ATTENDANCE	
WORK QUALITY	
SAFETY VIOLATION	X
VIOLATION OF COMPANY POLICY	X
OTHER	

SUPERVISOR'S STATEMENT:
ACCORDING TO THE SUPERVISOR (BREN MCNETT) THE
EMPLOYEE: WALTER STEVENSON WAS WORKING APPROXIMATELY
AT 10' FEET HIGH NOT TIE-OFF PROPERLY

ACTION TO BE TAKEN:

WARNING

☐

PROBATION

☐

SUSPENSION

☒

DISMISSAL

☐

OTHER

☐

Describe:

Sent home for remainder of day

I have read and understand the issues covered in this Warning Notice, have received a copy of the Notice, and agree to take the necessary steps to correct the deficiencies addressed, with the understanding that my failure to correct the deficiencies may result in further action being taken, including termination of my employment.

Walter Stevenson

Employee Signature as acknowledgment

Prepared by: Supervisor's Name

Copy to:

Personnel File

☐

Employee

☐

Job File

☐

HR Dept.

☐

EmpWarning-AMS.xls

General Counsel
Exhibit 6

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 7

FLORIDA IS A RIGHT TO WORK STATE

**THE UNION SAYS BOTH
MASONS SHOULD
BE PAID THE SAME PER HOUR**



**AMS SAYS YOU SHOULD BE PAID
ACCORDING TO YOUR
PERFORMANCE AND SERVICE!**

WITH A UNION, WAGES ARE PART OF THE COLLECTIVE BARGAINING PROCESS.
WE ALREADY PAY SUBSTANTIALLY MORE THAN UNION WAGES.
NO UNION CAN GUARANTEE YOU A BETTER DEAL THAN WHAT YOU HAVE NOW.

KEEP UNIONS OUT OF AMS

FLORIDA IS A RIGHT TO WORK STATE



WARNING!

THINK...

Would You Sign A Blank Check
And Give It To A Stranger?



THE UNION SAYS:

"Sign our card so we can get you a secret ballot election."
BUT, the card you are asked to sign says:

AUTHORIZATION FOR REPRESENTATION

I hereby designate this Union to act as my collective bargaining representative with my employer in all matters relating to my wages and other conditions of employment.

Date

Signature

THE CARD MEANS EXACTLY WHAT IT SAYS

It means that once you sign the card, you have given the Union the exclusive right to be your agent to discuss your wages and benefits with the Company.

Watch out for cards that say: "I hereby authorize," or "I hereby join," or "I hereby accept membership," or "I hereby designate."

If any of these words appear on the card, like the one above, then the card does NOT mean what you are being told it means.

BE SURE TO READ THE FINE PRINT BEFORE YOU SIGN ANYTHING. IF NOT, YOU MAY BE GIVING AWAY YOUR RIGHTS TO A COMPLETE STRANGER!

KEEP UNIONS OUT OF AMS

FLORIDA IS A RIGHT TO WORK STATE

Seven Reasons



1. **THE UNION COSTS MONEY.** If the union is voted in and gets a contract, each of the company's employees could be forced to pay hundreds of dollars per year out of their paychecks in union dues, fees, fines or assessments.
2. **UNIONS ARE IN DECLINE.** Fewer than 7 percent of American workers in the private sector belong to a union.
3. **AT THE BARGAINING TABLE, EVERYTHING WOULD BE NEGOTIABLE.** If the union gets in, the company would be required to bargain in good faith. But the law says that management cannot be forced to agree to any union demand. The company also would have the right to make counter-demands. Employees could wind up with the same things they have now, or even less. Wages are normally frozen during bargaining.
4. **THE UNION MAY CALL A STRIKE.** Strikes do not always happen, but they happen a lot when unions and management disagree. If there is a strike, the company would be allowed to consider hiring replacements, if necessary, in accordance with applicable law. Everyone would lose during a strike.
5. **THE UNION WILL MAKE IT HARDER FOR THE COMPANY TO COMPETE FOR WORK.** Jobs come from the company's ability to perform its contracts at a reasonable price. The union will do nothing to help the company compete for new work and could make it harder.
6. **UNION WORK RULES WILL WORK AGAINST EMPLOYEES.** Some of the company's workers may not qualify to work as journeymen under the restrictive union work rules. If not, the union contract says that only a few apprentices are permitted on each job. With no union, employees' jobs are more secure.
7. **DOES THE UNION WANT TO HELP EMPLOYEES OR DOES THE UNION MERELY WANT TO HURT THE COMPANY?** Union organizers have told workers that bringing the union in will help the company and increase job security. Nothing could be further from the truth. Unions have publicly attacked merit shop companies, making it harder for the company to get more jobs for its employees.

DON'T SIGN A CARD! NO UNION MEANS NO DUES, NO STRIKES AND NO FALSE PROMISES!

KEEP UNIONS OUT OF AYS

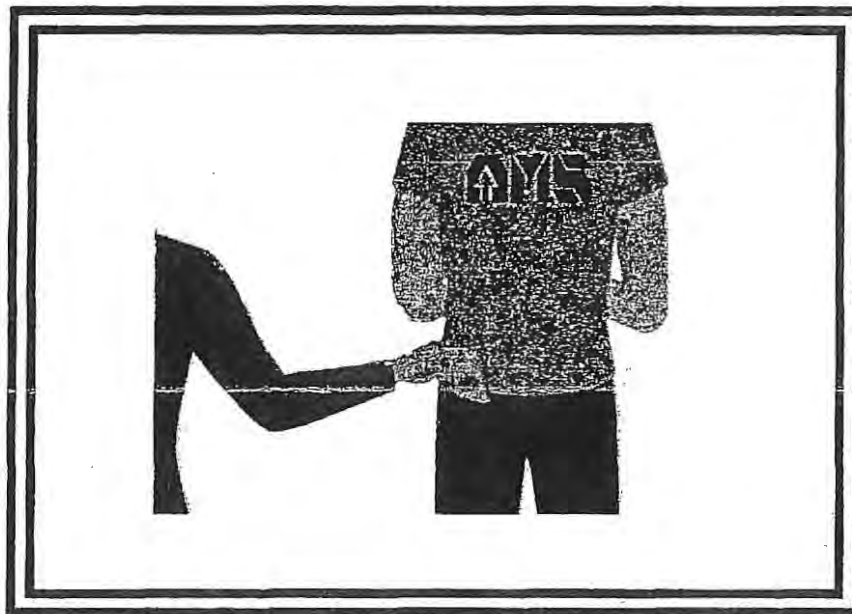
FLORIDA IS A RIGHT TO WORK STATE

UNION
NO ☒

UNION
NO ☒

VOTE "NO"

KEEP THE UNION'S HANDS OUT OF YOUR POCKET



UNION NO ☒

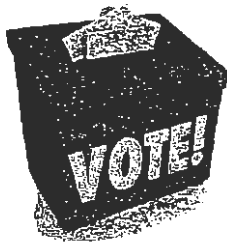
Vote Union No



KEEP UNIONS OUT OF AYS

KEEP YOUR ~~AMS~~ FAMILY NON-UNION!

**If you were temporarily
laid off...
you still get to vote!**



**Your Vote
Matters**

**WE NEED
YOUR "NO" VOTE
Don't throw it away!**

SEND IN YOUR BALLOT



VOTE NO



FLORIDA IS A RIGHT TO WORK STATE

00-1064

General Counsel
Exhibit 7(e)

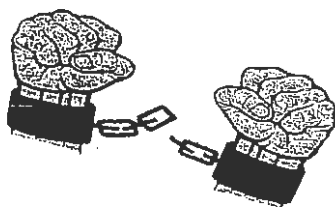


UNION NO ☒
Vote Union No

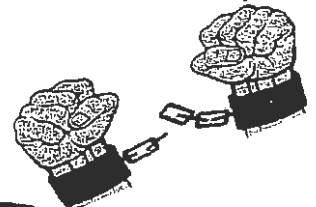


VOTE "NO"

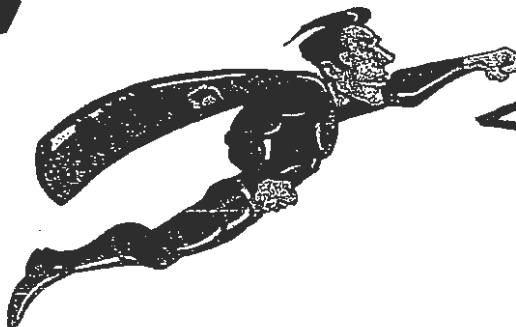
**Or else the UNION holds
You Prisoner!**



**Break FREE from
the UNION's CHAINS**



UNION NO ☒



You and **AMS**
decide what you are
worth.

UNION NO ☒

KEEP UNIONS OUT OF AMS
FLORIDA IS A RIGHT TO WORK STATE

FLORIDA IS A RIGHT TO WORK STATE



UNION

**OVER \$12 MILLION
each year to Union staff!**



MASON

**From your pocket to THEIRS
Don't give your money away!**

SEND IN YOUR "NO" VOTE

UNITED STATES OF AMERICA
National Labor Relations Board
12-RC-175179

OFFICIAL SECRET BALLOT

For certain employees of
ADVANCED MASONRY ASSOCIATION
ADVANCED MASONRY ASSOCIATION

Do you wish to be represented for purposes of collective bargaining by
BRICKLAYERS AND MASONRY WORKERS LOCAL 8
MASONRY WORKERS LOCAL 8?

Mark an X in the square of your choice

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

DO NOT SIGN THIS BALLOT. See enclosed instructions.
The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.

This is a sample ballot

WE NEED YOUR VOTE!

Tell the Union that they've taken enough of your money

SEND IN YOUR BALLOT

VOTE NO

KEEP UNIONS OUT OF AME

NO MORE UNION DEDUCTIONS

Date: 5/11/2016

- ***You will notice that your union dues are no longer being taken from your paycheck.***
- ***This is because **AMS** has withdrawn from any multi-employer area agreement to which it may have been a party.***
- ***If you choose to remain in the union, you must make arrangements directly with them to pay your dues.***

Insurance and 401k enrollment forms are enclosed for employees who may want them if not already enrolled.



KEEP YOUR ~~AMS~~ FAMILY NON-UNION!

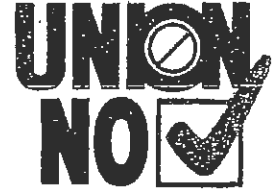
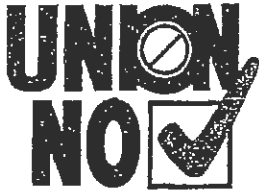
**KICK the Union OUT of your life...
THEY HAVE TAKEN ENOUGH OF
YOUR MONEY!**



VOTE NO

SEND IN YOUR BALLOT

FLORIDA IS A RIGHT TO WORK STATE



**Did you know that while you were
working at ~~AMS~~, the Union
took \$2.85 for every hour
you worked...**

**EVEN IF YOU WEREN'T A
UNION MEMBER!**



**WHERE IS THAT
MONEY???**



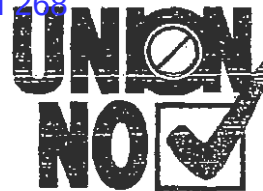
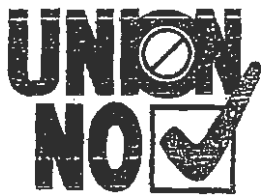
Keep the Union out of your paycheck!

Keep the Union Out of ~~AMS~~!



UNION NO 
Vote Union No





**Usted Sabia que cuando estaba
Trabajando en AMS, la Union
quito \$2.85 por cada hora
que usted trabajo...**

**SIN IMPORTAR SI USTED
ERA MIEMBRO DE LA UNION!**



**DONDE ESTA ESE
DINERO???**



Mantenga La Union fuera de su pago!

Mantega la Union fuera de AMS!



UNION NO 

Vote Union No



May 12, 2016

Mr. --

Re: **VOTE "NO" TO THE UNION**

Dear .

In 2014, 2015 or 2016, you worked for Advanced Masonry Systems. Our records show that you worked about hours while you were employed here at AMS. During the time you worked here, the Union collected **\$2.85** for every hour you worked **EVEN IF YOU WERE NOT A UNION MEMBER**. Based on the total hours you worked, that means the Union collected approximately \$ for your labor.

It is time to stop the Union from collecting money based on the labor hours of those who get no benefit from them whatsoever. In a couple of weeks, you will receive a ballot in the mail from the National Labor Relations Board, asking you to vote on whether or not you want the Union to continue to take money and bargain on your behalf, whether you are a member or not. Today, less than 10% of AMS employees are Union masons, but the Union forces payment for 100%.

IT IS IMPORTANT THAT YOU VOTE "NO" AND RETURN THE BALLOT. If you don't vote and ignore the ballot, it's just like voting "yes", and the Union gets to continue trying to take money based on your hours. Please send in your ballot and vote **"NO"** in order to stop the Union from getting into our pockets based on your labor.

Florida is a "Right-to-Work" state. You deserve to be paid based on your own skills and worth, not what the Union says. **VOTE "NO"** to the Union and **SEND IN YOUR BALLOT!**

Sincerely,



Richard Karp, MM
Advanced Masonry Systems

May 18, 2016

Re: VOTE "NO" TO THE UNION

Dear

Have you asked yourself why a Union election at Advanced Masonry is so important to the Union? After all, we currently pay market or higher rates to all our masons; all of our employees have access to company subsidized healthcare plans administered by Blue Cross/Blue Shield, and; all our employees have access to a 401k plan for their retirement *that cannot be taken away from you.*

So what is the Union trying to accomplish? Are they really trying to improve your situation? The wages we pay, right now, are higher than the Union previously bargained in its area agreement. The health care that we offer, right now, is better than theirs, and is accepted all over the country. It is our understanding that the Union health plan is being denied at certain major providers.

It's simple to see what this vote is really about? It's all about the Union collecting money from you and AMS in order to pay the salaries of its President, Treasurer and 2-Executive Vice Presidents. *But it doesn't stop there.* They also need to pay 23-Regional Vice Presidents; 8-Craft Vice Presidents; 10-At Large Members and 5-Regional Directors. *There's more.* There are staff lawyers, accountants, and lobbyists. The compensation the Union provides for its staff of 136 people is \$12.4 Million; *and that was three years ago!* Take a look at the attached list, tiny before you consider how many hundreds of guys like Mike Bontempo the Union employs.

But wait, *it gets worse.* From the group of 136 that get compensated the \$12.4 million, the website "Unionfacts.com" informs us in a section called **Crime and Corruption** that there have been:

✓ Criminal Charges	5 people
✓ Embezzlement Charges	6 people
✓ Guilty pleas	7 people
✓ Indictments	4 people
✓ Officials Sentenced	4 people

Sad but true. Is this who you want to represent you? Maybe this is why most jails are masonry projects!?

The Union is of no benefit to you. In fact, within the last six months, AMS lost a \$6 million masonry contract to a non-union bidder. The dollar difference in the bids was approximately the amount of money AMS would have had to pay the Union.

WAKE UP!! Recognize the enemy! The enemy is anyone who wants to take money from you so they can spend it on themselves. **The enemy is the Union!**

VOTE NO!

We need Your Vote!

Regards,

Richard

Richard Karp, Principal
Advanced Masonry Systems

AMS
Advanced Masonry Systems
10411 W. 16th Ave.
Denver, CO 80226-4804

UNION COMPENSATION

Title	Total Compensation	Title	Total Compensation
PRESIDENT	\$346,488	MANAGER,REVENUE ACCTG	\$101,808
SECRETARY-TREASURER	\$316,740	ART DIRECTOR	\$98,552
EXECUTIVE VICE PRESIDENT	\$287,928	MEETINGS MANAGEMENT	\$97,669
EXECUTIVE VICE PRESIDENT	\$285,158	PROGRAMMER	\$97,633
GENERAL COUNSEL	\$217,727	MANAGER,RECORDS MANAGEM'T	\$97,339
DIRECTOR, FMU	\$214,114	APPLICATIONS SUPPORT	\$97,243
REGIONAL DIRECTOR	\$184,716	SUPERVISOR, IT SUPPORT	\$93,381
REGIONAL REPRESENTATIVE	\$180,827	MANAGER,MEMBERSHIP RECORD	\$91,660
REGIONAL REPRESENTATIVE	\$169,297	MANAGER, AUDIO VISUAL	\$90,451
DIRECTOR, ORGANIZING	\$167,319	APPLICATIONS SUPPORT	\$90,384
REGIONAL DIRECTOR	\$167,216	FACILITIES/MEMBR SERV MGR	\$84,726
DIRECTOR, EDU AND COMM	\$164,531	SUPERVISOR, NETWORK SUPP.	\$83,620
REGIONAL DIRECTOR	\$160,728	MANAGER,ACCTG SERVICE	\$83,096
REGIONAL DIRECTOR	\$160,614	MANAGER, MAIL OPERATIONS	\$82,008
REGIONAL REPRESENTATIVE	\$155,280	APPLICATIONS SUPPORT	\$81,806
REGIONAL REPRESENTATIVE	\$150,519	TECHINICAL SUPPORT	\$81,789
ORGANIZER	\$149,295	NETWORK SUPPORT	\$81,775
DIRECTOR, COLLECTIVE BARG	\$146,342	IT TRAINING SPECIALIST	\$81,598
ASS'T TO SECRETARY-TREAS	\$146,021	SENIOR TECHNICAL SUPPORT	\$80,465
DIRECTOR, IT	\$145,558	SUPERVISOR, RESEARCH	\$80,137
DIRECTOR, ACCT'G SERVICES	\$141,688	SUPERVISOR, REVENUE ACCTG	\$80,136
DIRECTOR, REVENUE ACCTG	\$140,898	POLITICAL DIRECTOR	\$78,711
ASSISTANT GENERAL COUNSEL	\$140,205	MANAGER, ACCOUNTS PAYABLE	\$78,329
REGIONAL REPRESENTATIVE	\$137,652	SUPERVISOR, ACCOUNTING	\$78,235
DIRECTOR, HR/HMU	\$136,415	FINANCIAL ANALYST	\$78,073
MANAGER, TECH SUPPORT	\$135,717	FINANCIAL ANALYST	\$77,826
MANAGER, APP. SUPPORT	\$132,392	EXECUTIVE BOARD SECRETARY	\$76,636
EXECUTIVE DIRECTOR	\$125,161	APPLICATIONS SUPPORT	\$74,763
DIRECTOR, MEMBR SERV PROG	\$124,891	CASH RECEIPT COORDINATOR	\$74,617
MEMBER SERVICES	\$112,312	ASST. TO DIRECTOR, HMU	\$74,482
MANAGER,GENERAL ACCTG	\$111,924	TELECOMM SPECIALIST	\$73,492
APPLICATIONS SUPPORT	\$110,487	FINANCIAL ASSOCIATE	\$73,448
REGIONAL REPRESENTATIVE	\$110,184	EXEC BOARD BOOKKEEPER	\$73,379
MANAGER,FINANCIAL SERVICE	\$109,725	REGIONAL REPRESENTATIVE	\$73,278
FINANCIAL APPLICATIONTECH	\$107,034	SECRETARY	\$72,881
		(over)	

Title	Total Compensation	Title	Total Compensation
SUPERVISOR, PAYROLL	\$72,269	SECRETARY	\$60,552
SECRETARY/PROGRAM ASST.	\$71,340	MEMBERSHIP COORDINATOR	\$60,552
ACCOUNTANT	\$71,362	DATA ENTRY CLERK	\$60,552
ACCOUNTANT	\$71,362	SECRETARY	\$59,738
ACCOUNTANT	\$71,282	ACCOUNTING CLERK	\$59,660
COMMUNICATIONS SPECIALIST	\$65,995	PURCHASING COORDINATOR	\$59,658
ASST. MANAGER - A/P	\$67,153	ADMINISTRATIVE SECRETARY	\$59,558
EXEC ASSIST TO PRESIDENT	\$66,787	DATA ENTRY CLERK	\$58,778
TOOL SALES COORDINATOR	\$66,776	REGIONAL REPRESENTATIVE	\$36,550
ACCOUNTANT	\$66,647	ASSISTANT TO DIRECTOR	\$55,049
TECHINICAL SUPPORT	\$66,176	CONTRACT SPECIALIST	\$55,615
EMPLOYER COMPLIANCE	\$66,175	SUPERVISOR, RECORD MGMT	\$55,615
ADMINISTRATIVE BOOKKEEPER	\$65,998	ASSIST TO EXEC DIR	\$51,792
ADMINISTRATIVE BOOKKEEPER	\$65,417	JUNIOR CONTRACT ANALYST	\$51,227
SR. HR SPECIALIST	\$64,735	RESEARCH ANALYST	\$51,176
ASSISTANT TO DIRECTOR	\$63,303	DATA ENTRY CLERK	\$50,148
ADMINISTRATIVE BOOKKEEPER	\$63,238	DATA ENTRY CLERK	\$49,573
ACCOUNTING CLERK	\$63,105	DAY PORTER	\$49,483
BOOKKEEPER	\$62,987	NEW MEMBER APP DESK	\$48,632
COORDINATOR, MEMBERSHIP	\$62,575	NEW MEMBER APP DESK	\$48,561
FINANCIAL ASSISTANT	\$62,564	SUPPORT CLERK	\$48,526
COORDINATOR OF BENEFITS	\$62,457	DATA ENTRY CLERK	\$47,658
PAYROLL AUDIT COORDINATOR	\$62,306	MAIL CLERK	\$45,707
EXEC SECRETARY	\$62,134	SECRETARY	\$43,557
MEMBER SERVICES	\$62,065	CONTRACT ANALYST	\$41,753
FUND INVESTIGATOR	\$61,939	ASSISTANT DIRECTOR MAP	\$36,010
FUND INVESTIGATOR	\$61,785	DATA ENTRY CLERK	\$32,617
SECRETARY/PROGRAM ASSIST	\$61,232	MEMBER ASSISTANCE PROGRAM	\$23,490
MEMBERSHIP COORDINATOR	\$61,226	ADMINISTRATIVE SECRETARY	\$17,651
DATA ENTRY CLERK	\$61,211	MANAGER, FACILITIES	\$16,472
PAYROLL TAX ACCOUNTANT	\$60,744	LAW CLERK	\$15,145
SR. BENEFITS COORDINATOR	\$60,744	MEMBER SERVICES	\$12,620
PAYROLL BOOKKEEPER	\$60,744		
DATA ENTRY CLERK	\$60,742		
		TOTAL	
		\$12,399,021	

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 8



Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

Office: (941) 926-3155 Fax (941) 926-4804

REASON FOR LEAVING FORM

DATE 2/10/16

EMPLOYEE NAME Brandon Carillo

FOREMAN NAME Bob Dutton

JOBSITE Bathurst

REASONS FOR LEAVING:

Quit	<input type="checkbox"/>
Terminated	<input checked="" type="checkbox"/>
Lay off	<input type="checkbox"/>
Leave	<input type="checkbox"/>

PLEASE EXPLAIN: (including any warnings given including dates)

Fired - Bob Dutton

FOREMAN SIGNATURE _____

PLEASE RETURN TO JEANNIE RIGHT AWAY

NOTICE OF UNEMPLOYMENT COMPENSATION CLAIM FILED

49636364

*** Respond to this form by 03/04/2016***

You can respond online at our website: <https://employers.connect.myflorida.com>

Claimant Name:	Brandon v Carollo	Employer Number:	2195729
Social Security #:	***-0-1153	% Chargeable:	0%
Effective Date of Claim:	02/07/2016	Date Mailed/Posted:	02/09/2016
Max Benefit Amount:	0	Response Due Date:	03/04/2016
Weekly Benefit Amount:	0	Base Period:	10/01/2014 - 09/30/2015
Claimant ID:	4571497	BarCode :	49636364

A. Did this Claimant work for you?

Yes ☒ No ☐

If no, provide any additional information in the 'Remarks' section below. Also provide your Contact information.

The claimant has provided the information in sections B, C, and D. Please make any necessary corrections below and return immediately.

B. Period of Employment: 04/10/2015 to 02/05/2016 If incorrect, enter correct dates: _____ to _____

C. Earnings: \$4,675.00 If incorrect, enter correct earnings: \$ _____

D. Reason for Separation: Fired / DischargedIf incorrect: ☒ Discharge / Fired ☐ Voluntary Quit ☐ Permanent Layoff ☐ Temporary Layoff* ☐ Leave of Absence*☐ Suspension* ☐ Reduction of Hours ☐ Not separated, still working full time☐ Discharge/Probationary Period (90 days or less) ☐ Other (Add Remarks Below)

*Enter Recall Date (If Known) _____

Provide details regarding the reason and/or final incident for the claimant's separation under 'Remarks' below.

E. Did the claimant receive any of the following payments after employment ended?

Yes ☐ No ☒☐ Severance / Goodwill Pay Amount: \$ _____ Dates: _____ - _____☐ Wages In Lieu Of Notice Amount: \$ _____ Dates: _____ - _____☐ Retirement / Disability Pay Amount: \$ _____ Dates: _____ - _____☐ *Holiday / Vacation Pay Amount: \$ _____ Dates: _____ - _____

F. Employment in Educational Services

1) Was the claimant employed by an educational institution?

Yes ☐ No ☒

2) Are you a private employer and the claimant provided services to an educational institution?

Yes ☐ No ☒

If Yes to either question 1 or 2, answer the following questions:

Does the claimant have an offer to return to the same or similar position?

Yes ☐ No ☐

If yes, provide the return date:

Did the claimant earn wages while working as a student?

Yes ☐ No ☐

If yes, the claimant earned wages from: To

G. Did the claimant refuse an offer of work?

Yes ☐ No ☒

If yes, indicate the type of work offered, rate of pay, hours of work, and how the offer was conveyed under "remarks" below.

Remarks--Include any explanations you feel will help us make a determination on this claim, including other reasons for discharge and reason for suspension or leave of absence. Use the reverse side of this form if more space is needed.**He was discharged for violating for the third time after 2 warnings a very serious safety violation**

Section 443.071 of the Florida Unemployment Compensation Law provides penalties for making false statements or failing to disclose material facts to prevent or reduce payment of benefits to otherwise entitled individuals.

Contact Person Information (Print):

Name: Yolanda Phelps

Date: _____

Title: HR Admin

Phone Number: 9419263155

Ext: 241

Email: _____

Job Site Address (if different than mailing address):

NA

NA,

General Counsel

Exhibit 8(b)

Page 1 of 7

***You can respond online at our website: <https://employers.connect.myflorida.com> ***

Claimant Name:	Brandon v Carollo	Employer Number:	2195729
Social Security #:	***-0-1153	% Chargeable:	75.67%
Effective Date of Claim:	02/07/2016	Date Mailed/Posted:	02/09/2016
Max Benefit Amount:	3192	Response Due Date:	03/03/2016
Weekly Benefit Amount:	266	Base Period:	10/01/2014 - 09/30/2015
Claimant ID:	4571497	BarCode :	49636364

A. Did this Claimant work for you?

Yes ☐ No ☐

If no, provide any additional information in the 'Remarks' section below. Also provide your Contact information.

The claimant has provided the information in sections B, C, and D. Please make any necessary corrections below and return immediately.

B. Period of Employment: 04/10/2015 to 02/05/2016

If incorrect, enter correct dates: _____ to _____

C. Earnings: \$4,675.00

If incorrect, enter correct earnings: \$ _____

D. Reason for Separation: Fired / Discharged

If Incorrect: ☐ Discharge / Fired ☐ Voluntary Quit ☐ Permanent Layoff ☐ Temporary Layoff* ☐ Leave of Absence*

☐ Suspension* ☐ Reduction of Hours ☐ Not separated, still working full time

☐ Discharge/Probationary Period (90 days or less) ☐ Other (Add Remarks Below)

*Enter Recall Date (If Known) _____

Provide details regarding the reason and/or final incident for the claimant's separation under 'Remarks' below.

E. Did the claimant receive any of the following payments after employment ended?

Yes ☐ No ☐

<input type="checkbox"/> Severance / Goodwill Pay	Amount: \$ _____	Dates: _____	-	_____
<input type="checkbox"/> Wages In Lieu Of Notice	Amount: \$ _____	Dates: _____	-	_____
<input type="checkbox"/> Retirement / Disability Pay	Amount: \$ _____	Dates: _____	-	_____
<input type="checkbox"/> *Holiday / Vacation Pay	Amount: \$ _____	Dates: _____	-	_____

F. Employment in Educational Services

1) Was the claimant employed by an educational institution?

Yes ☐ No ☐

2) Are you a private employer and the claimant provided services to an educational institution?

Yes ☐ No ☐

If Yes to either question 1 or 2, answer the following questions:

Does the claimant have an offer to return to the same or similar position?

Yes ☐ No ☐

If yes, provide the return date:

Did the claimant earn wages while working as a student?

Yes ☐ No ☐

If yes, the claimant earned wages from: To

G. Did the claimant refuse an offer of work?

Yes ☐ No ☐

If yes, indicate the type of work offered, rate of pay, hours of work, and how the offer was conveyed under "remarks" below.

Remarks--Include any explanations you feel will help us make a determination on this claim, including other reasons for discharge and reason for suspension or leave of absence. Use the reverse side of this form if more space is needed.

Section 443.071 of the Florida Unemployment Compensation Law provides penalties for making false statements or failing to disclose material facts to prevent or reduce payment of benefits to otherwise entitled individuals.

Contact Person Information (Print):

Name: _____

Date: _____

Title: _____

Phone Number: _____

Ext: _____

Email: _____

Job Site Address (if different than mailing address): _____



FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
REEMPLOYMENT ASSISTANCE PROGRAM
PO BOX 5250
TALLAHASSEE, FL 32314-5250



49629653

ADVANCED MASONRY ASSOCIATES LLC
5403 ASHTON CT
SARASOTA FL 34233

EAN: 2195729
2/9/2016

The following information is needed to determine Brandon V. Carollo's eligibility for reemployment benefits. If a particular question does not apply, you may answer accordingly. There is room at the bottom of the questionnaire to add additional relevant information. In order to protect your rights, you are required to complete and submit this questionnaire no later than 2/16/2016. You may also log into your Employer account at <https://employers.connect.myflorida.com> to respond to this fact finding through your Employer inbox. Failure to respond by the specified deadline will result in a determination being issued with the available information.

Claimant Information

Claimant Name: ~~Carollo, Brandon~~
Claimant SSN: ***-0-1153
Employer Account Number (EAN): 2195729
Employer Name: ADVANCED MASONRY ASSOCIATES LLC
Employment Start Date: 4/10/2015
Employment End Date: 2/5/2016
Work Schedule: Full Time
Claimant Job Title:

Was the reason for separation due to the lack of work? ☐ Yes ☒ No

Date the claimant was discharged:

Was the claimant discharged due to his/her inability to meet performance standards for reasons not involving misconduct or violation of company rules or policy? No protest. ☐ Yes ☒ No

Was the claimant discharged within first 90 days of an established 90 day probationary period? No protest. ☐ Yes ☒ No

Section 1

Include a brief description of the claimant's job duties.

mason tender

Who discharged the claimant? Name(s)/Title(s):

Brent Mcnett Foreman

What was the primary reason for the claimant's discharge?

3rd violation after 2 warnings of a safety violation

What was the final incident leading to the claimant's discharge?

3rd violation of OSHA safety rule.

When did this final incident occur?

2 / 5 / 2016

Section 2

1. What is the company rule or policy that the claimant violated? If the policy is in writing, provide a copy. If not in writing, please describe in detail.

He claimant was on a scaffold over 6 feet of the ground and was not tied off securely as OSHA rules require.

2. What is the purpose of this rule or policy?

To keep the claimant safe and alive

3. Was the rule or policy issued or otherwise communicated to the claimant?

☒ Yes ☐ No

- 3a. If yes, how and when was the rule or policy communicated to the claimant? If there is a signed acknowledgement, provide a copy.

yes, there are safety meeting as well as safety rules that the claimant has signed and acknowledged.

4. What are the consequences of violating the rule or policy (warnings, suspension, or discharge)?

First and second warnings, third discharge.

5. What did the claimant do, or not do, that was in violation of the rule or policy? Be specific. Please include the date/s involved.

He was not tied off (fall protection) while being on a scaffold over 6 feet high

6. How and when did you become aware of the violation?

2/5/16 the foreman will provide more information, the company request more time.

7. Were there any witnesses to the violation? ☒ Yes ☐ No

7a. If yes, provide name/s and title/s or position/s of the witnesses.

will provide more information as we are gathering the facts

8. Do you believe the claimant acted intentionally in violating the rule or policy? ☒ Yes ☐ No

8a. If yes, please explain.

because he signed the rules and was warned beforehand

9. Did the claimant offer an explanation for the action, or inaction, you indicate was in violation of the rule or policy? ☒ Yes ☐ No

9a. If yes, what was the explanation?

will provide as we gather the facts

10. Were any prior verbal or written warnings issued to the claimant for conduct that was in violation of this rule or policy? ☒ Yes ☐ No

If no:

- 10a. Had the claimant been informed that his/her conduct resulting in discharge was not acceptable to you (the employer)? ☐ Yes ☐ No

- If yes, how and when was the claimant made aware that such conduct was not acceptable?

If yes to warnings being issued:

10b. When was the last warning issued?

10c. Why was the last warning issued?

will provide

10d. Who issued the last warning? Name(s)/Title(s):

will provide

10e. What was stated in the last warning? If the last warning was in writing, provide a copy.

will provide

10f. Did the last warning state that the claimant could be discharged for a future incident? ☒ Yes ☐ No

- If no, why not?

10g. Were any other warnings issued to the claimant for any reason? ☐ Yes ☒ No

- If yes, who issued the warnings (name(s)/title(s)), when were the warnings issued and what was stated in the warnings? If a warning was in writing, provide a copy.

11. Have all other similar cases been treated in the same manner? ☒ Yes ☐ No

11a. If no, explain.

Section 3

Please provide any information about this issue that you would like to add below:

we need more time to gather the information

Is there any additional documentation that you would like to send? ☒ Yes ☐ No

If yes, a cover sheet will be provided to you either by mail or online based upon your previously selected correspondence preference.

Please describe the documents:

our safety policy and signed documents but we need time to gather

If additional information is needed, who should we contact?

Alek Feliz, Safety Manager

Contact person's telephone number:

9419937065

Name and title of the person completing this request:

Yolanda Phelps

Telephone number of the person completing this request:

9419263155

☒ I certify that the above information is true and correct.



FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
REEMPLOYMENT ASSISTANCE PROGRAM
PO BOX 5250
TALLAHASSEE, FL 32314-5250

FLORIDA DEPARTMENT OF
ECONOMIC OPPORTUNITY



49629653

ADVANCED MASONRY ASSOCIATES LLC
5403 ASHTON CT
SARASOTA FL 34233

EAN: 2195729
2/9/2016

The following information is needed to determine Brandon V. Carollo's eligibility for reemployment benefits. If a particular question does not apply, you may answer accordingly. There is room at the bottom of the questionnaire to add additional relevant information. In order to protect your rights, you are required to complete and submit this questionnaire no later than 2/16/2016. You may also log into your Employer account at <https://employers.connect.myflorida.com> to respond to this fact finding through your Employer inbox. Failure to respond by the specified deadline will result in a determination being issued with the available information.

Claimant Information

Claimant Name: Carollo, Brandon
Claimant SSN: ***-0-1153
Employer Account Number (EAN): 2195729
Employer Name: ADVANCED MASONRY ASSOCIATES LLC
Employment Start Date: 4/10/2015
Employment End Date: 2/5/2016
Work Schedule: Full Time
Claimant Job Title:

Was the reason for separation due to the lack of work? ☐ Yes ☒ No

~Date the claimant was discharged:

Was the claimant discharged due to his/her inability to meet performance standards for reasons not involving misconduct or violation of company rules or policy? No protest. ☐ Yes ☒ No

Was the claimant discharged within first 90 days of an established 90 day probationary period? No protest. ☐ Yes ☒ No

Section 1

Include a brief description of the claimant's job duties.

MASON TENDER AND CONCRETE PUMP

Who discharged the claimant? Name(s)/Title(s):

BRENT MCNETT PROJECT SUPERVISOR

* 5

DOC ID: 49629653

CID: 4571497

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www.floridajobs.org

General Counsel
Exhibit 8(c)
Page 1 of 5

What was the primary reason for the claimant's discharge?

VIOLATION OF COMPANY FALL PROTECTION POLICY

What was the final incident leading to the claimant's discharge?

EMPLOYEE WORKING AT A 6' OR HIGHER ELEVATION WITHOUT FALL PROTECTION

When did this final incident occur?

□□ / □□ / □□□□

Section 2

1. What is the company rule or policy that the claimant violated? If the policy is in writing, provide a copy. If not in writing, please describe in detail.

TIE OFF A 6' OR HIGHER ELEVATION

2. What is the purpose of this rule or policy?

TO PROTECT EMPLOYEES FROM FALLS

3. Was the rule or policy issued or otherwise communicated to the claimant?

☒ Yes ☐ No

- 3a. If yes, how and when was the rule or policy communicated to the claimant? If there is a signed acknowledgement, provide a copy.

WHEN HE WAS HIRED, THEN AGAIN ON 6-24-15 AND ON 8/20/15 (SEE ATTACHED)

4. What are the consequences of violating the rule or policy (warnings, suspension, or discharge)?

WARNINGS + DISMISSED

5. What did the claimant do, or not do, that was in violation of the rule or policy? Be specific. Please include the date/s involved.

EMPLOYEE WAS WORKING AT AN ELEVATION 6' OR HIGHER WITHOUT FALL PROTECTION ON/DURING THE

10d. Who issued the last warning? Name(s)/Title(s):

PROJECT OWNER

10e. What was stated in the last warning? If the last warning was in writing, provide a copy.

(SEE ATTACHED)

10f. Did the last warning state that the claimant could be discharged for a future incident? ☒ Yes ☐ No

- If no, why not?

10g. Were any other warnings issued to the claimant for any reason? ☐ Yes ☒ No

- If yes, who issued the warnings (name(s)/title(s)), when were the warnings issued and what was stated in the warnings? If a warning was in writing, provide a copy.

11. Have all other similar cases been treated in the same manner? ☒ Yes ☐ No

11a. If no, explain.

EVERYONE IS HOLD TO THE SAME POLICY



Section 3

Please provide any information about this issue that you would like to add below:

6. How and when did you become aware of the violation?

EMPLOYEE WAS OBSERVED BY SUPERVISOR

7. Were there any witnesses to the violation?

☐ Yes ☒ No

7a. If yes, provide name/s and title/s or position/s of the witnesses.

8. Do you believe the claimant acted intentionally in violating the rule or policy?

☒ Yes ☐ No

8a. If yes, please explain.

HE HAS BEEN GIVEN SEVERAL VERBAL AND WRITTEN WARNINGS

9. Did the claimant offer an explanation for the action, or inaction, you indicate was in violation of the rule or policy?

☐ Yes ☒ No

9a. If yes, what was the explanation?

10. Were any prior verbal or written warnings issued to the claimant for conduct that was in violation of this rule or policy?

☒ Yes ☐ No

If no:

- 10a. Had the claimant been informed that his/her conduct resulting in discharge was not acceptable to you (the employer)?

☒ Yes ☐ No

- If yes, how and when was the claimant made aware that such conduct was not acceptable?

WHEN HE WAS HIRED

If yes to warnings being issued:

- 10b. When was the last warning issued?

6-24-15

- 10c. Why was the last warning issued?

8-20-15

Is there any additional documentation that you would like to send?

☐ Yes ☐ No

If yes, a cover sheet will be provided to you either by mail or online based upon your previously selected correspondence preference.

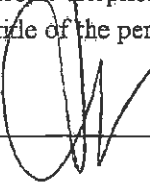
Please describe the documents:

If additional information is needed, who should we contact?

A. Feliz 941-993-7065

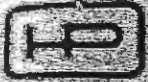
Contact person's telephone number:

Name and title of the person completing this request:

 SAFETY DIRECTOR
Ayesha Faiz

Telephone number of the person completing this request:

☒ I certify that the above information is true and correct.



HENSEL PHELPS
High Build Manager

**Subcontractor
Notice**

Name of Subcontractor: Advanced Masonry System Date of Warning: 06-24-2013
Name of Subcontractor: BRANDON CACALO Job #: 2014137
Date/Time of Violation: 2:00 PM Job Name: BCU

The following warning was issued to the above employee this date and will be made part of the office records.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Violation of Safety Rules and Regulations | 2. <input type="checkbox"/> Improper Conduct |
| a. <input checked="" type="checkbox"/> Fall Protection | 3. <input type="checkbox"/> Defective and Improper Work |
| b. <input type="checkbox"/> Safety Glasses / Hard Hat | 4. <input type="checkbox"/> Destruction of Property |
| c. <input type="checkbox"/> Horseplay | |
| d. <input type="checkbox"/> Improper Lifting | |
| e. <input type="checkbox"/> Horseplay | |
| f. <input type="checkbox"/> Other - Describe: | |

Remarks/Warnings:

Action Taken:

Written Warning to Subcontractor

Removal from Jobsite per Article 22 of Subcontract

Permanently Banned from all Hensel Phelps Jobsites

☒ TWO DAY SUSPENSION

Explanation (please complete):

He was working on Building @ 3rd floor on the outside wall East side grouting the full BEUD. He was exposed to fall with out wearing his ppe when he was working on top of the non-stop scaffolding.
(FALL PROTECTION) (BRANDON MAY RETURN ON FRIDAY 6/26/13)

Fernando Romero
Project Manager of Subcontractor

Fernando Romero
Project Manager of Subcontractor

Quincy Yau
Project Manager of Hensel Phelps

Quincy Yau
Project Manager of Hensel Phelps

PHILIP WING
Project Manager of Hensel Phelps

PHILIP WING
Project Manager of Hensel Phelps

Print Name

Print Name

Print Name

Signature

Signature

Signature

000477


HENSEL PHELPS

Plus Solid Means

**Subcontractor
Notice**

 Name of Subcontractor: AMS
 Name of Subcontractor Employee: Beauvoir Coello

 Date of Violation: 8/20/15

 Job # 804137

 Job Name Bethune Cochran University

 Date/Time of Violation: 8/20/15 10:30 am

The following warning was issued to the above employee this date and will be made part of the office records.

☒ Violation of Safety Rules and Regulations

☒ Fall Protection

☐ Safety Glasses / Hard Hat

☐ PPE/Handing

☐ Improper Lifting

☐ Machinery

☐ Other - Describe:

☐ Improper Conduct

☐ Defective and Improper Work

☐ Destruction of Property

*Employee must be removed from
Job for the rest of the day and
the following day. Employee must go through
with safety situation.*

*3 Additional day 5,
2nd OFFER*

Previous Warnings:

*Notice for Fall Protection
Violation on 08/21/15
At Bethune*

Reason Taken:

Written Warning to Subcontractor:

Removal from Inside (per Article 32 of Subcontract)

Permanently Barred from all Hensel Phelps Jobs

Employee's Written Statement:

*Employee was working on scaffolding and noticed an safety harness step across it on top of a only
placed while and to another one of scaffold*

Signature of Subcontractor Representative:

Name of Subcontractor Representative:

Signature of Hensel Phelps Representative:

Name of Hensel Phelps Representative:

Signature of Hensel Phelps Representative:

Name of Hensel Phelps Representative:

Signature of Hensel Phelps Representative:

Name of Hensel Phelps Representative:

Printed Name of:

Title of:

Printed Name of:

Title of:

Date:

Location:

Hensel Phelps Safety Department

Page:

Hensel Phelps Safety Office

File # 009476

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 9



Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

Office: (941) 926-3155 Fax (941) 926-4804

REASON FOR LEAVING FORM

DATE 5/16/16

EMPLOYEE NAME

Luis Acevedo

FOREMAN NAME

Turbo

JOB SITE

University of Tampa

REASONS FOR LEAVING:

Quit

Terminated

Lay off

Leave

☒
☐
☐
☐

PLEASE EXPLAIN: (including any warnings given including dates)

On 5/16/16 Luis broke Fall
protection Safety Rule

Zero Tolerance - Documentation
attached

FOREMAN SIGNATURE

General Counsel
Exhibit 9

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 10



Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

Office: (941) 926-3155 Fax (941) 926-4804

REASON FOR LEAVING FORM

DATE 5/16/16

EMPLOYEE NAME

Walter Stevenson

FOREMAN NAME

Turbo

JOB SITE

University of Tampa

REASONS FOR LEAVING

Quit

Terminated

Lay-off

Leave

☒

PLEASE EXPLAIN (including any warnings given including dates)

on 5/16/16 Walter broke
Fall protection Safety Rule.
Zero tolerance. Documentation
attached.

FOREMAN SIGNATURE

Turbo

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-22114

Tab No: 11

X



AUTHORIZATION FOR REPRESENTATION

I hereby designate the International Union of Bricklayers & Allied Craftworkers or its appropriate affiliate to act as my collective bargaining representative with any present or future employer in matters of wages, hours and all other conditions of employment.

Date

Signature

Social Security Number

Name (Please print)

I.U. Membership Number



4

WORKING DUES CHECK-OFF AUTHORIZATION

I hereby authorize any of the various individual Employers who are signatory to a collective bargaining agreement with any Bricklayers & Allied Craftworkers Local Union, District Council, the International Union, or any other BAC affiliate, and by whom I may be employed during the terms of such agreement, or any renewal or extension, or any subsequent agreement, to deduct from my wages and transmit monthly to said Union, the sum which the Union has specified, or specifies from time to time, as the portion of my union dues to said Union, the International Union, or to any other BAC affiliate, subject to check-off through procedures conforming to applicable law. This authorization shall be irrevocable for a period of one (1) year following the date it was signed or until the current applicable collective bargaining agreement expires, whichever occurs sooner. This authorization shall be automatically renewed from year to year, unless sixty (60) days prior to the termination or the annual renewal date I revoke this authorization by written notice to the Union and to the individual employer by whom I am employed.

Date _____, _____ Social Security No. _____

Signature _____

 UECW 409

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 12



GENERAL COUNSEL EXHIBIT NO.

12

p. 1 of 2

WE WORK HARD.

WE WORK PROUD.

**WE NEED OUR FAMILY
HEALTH CARE & PENSION.**



CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

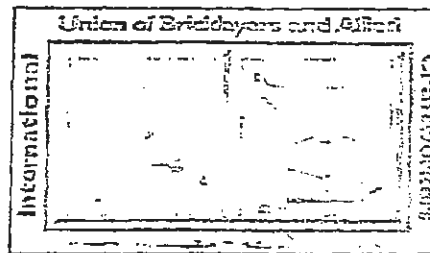
(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 13

BAC Local 8-Southeast
P. O. Box 41369
Nashville, TN 37204
(615)255-6000 Office
(615)730-5662 Fax



Man Power Request #
615-255-6000
407-466-7498

Louis A. Acaredo

AT YOUR REQUEST, Louis Acaredo

CRAFT Bricklayer WAGES \$ J-Man BENEFITS \$ Union
EMPLOYER AMS

JOB SITE LOCATION Tampa Yacht Club

JOB SITE FOREMAN Coy - Todd

REPORT DATE _____ STARTING TIME 7:00 AM

FIELD REPRESENTATIVE Mr. Bumpo

UNION DUES CHECK OF AUTHORIZATION

I, Louis Acaredo AUTHORIZE
AMS TO WITHHOLD
4% OF MY GROSS WAGE PACKAGE AS WORKING DUES, TO BE SENT TO MY LOCAL UNION
WITH MY HOURLY FRINGE PACKAGE.

3/30/16 OK

This Dues Authorization shall be irrevocable for a period of one year from the date hereof, or until the termination date of the Agreement, whichever is sooner. And I agree that this authorization shall be automatically renewed unless revoked by written notice to the company and the union sixty (60) days prior to the annual renewal date.

DATE 1/30/16 SS# [REDACTED] 8236

** Louis Acaredo*
SIGNATURE OF EMPLOYEE

Contributions or gifts to the Bricklayers and Allied Craftworkers and for its political action committee (BACPAC) are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 14

BRICKLAYERS LOCAL 1

INDUSTRIAL AGREEMENT

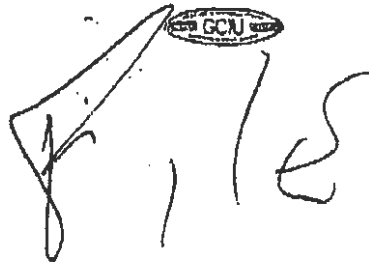
Between

**INTERNATIONAL UNION OF BRICKLAYERS AND
ALLIED CRAFTSMEN LOCAL UNION NO. 1
TAMPA, FLORIDA**

And

**UNION CONTRACTORS AND SUBCONTRACTORS
ASSOCIATION, INC.**

Effective May 1, 2004 through April 30, 2005



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AGREEMENT

Effective May 1, 2004 through April 30, 2005

**INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN
LOCAL UNION 1, TAMPA, FLORIDA**

And

UNION CONTRACTORS AND SUBCONTRACTORS ASSOCIATION, INC.

**ARTICLE 1
BARGAINING RECOGNITION**

It is mutually agreed, understood, and acknowledged that the International Union of Bricklayers and Allied Craftsmen, Local 1, Tampa, Florida, a labor Union duly licensed in the State of Florida, hereinafter referred to as the Union, a non-profit organization, is the duly authorized and recognized bargaining representative of bricklayers, stone masons, caulkers, pointers, cleaners, tile setters, marble masons, terrazzo and mosaic workers, and cement masons in the geographical area covered by this Agreement.

It is mutually agreed, understood, and acknowledged that the Union Contractors and Subcontractors Association, Inc., hereinafter referred to as the Association, is the duly authorized and recognized representative of contractors of workers of the above listed crafts in the geographical areas covered by this Agreement.

The Agreement is negotiated by the Association as negotiating agent only, for and on behalf of those firms whose names appear in this contract, which firms' liability for breach of this Agreement shall be several, not joint.

Contractor firms not listed in this contract may become party to this contract by direct application to, and approval by, the Union. The Union shall notify the Association of the names of additional contractor firms that become signatory to this contract.

The liability of the Union Contractors and Subcontractors Association, Inc., shall be that of negotiating agent only, acting without liability for the acts of its individual members or of others party to this contract.

Any contractor signatory to this Agreement, or otherwise bound by this Agreement, acknowledges that it may give both the Union and the Association written notice not less than 120 days prior to the termination date of this Collective Bargaining Agreement, or prior to the termination of any subsequent renewal, modification, or extension hereof, of said contractor's intention to no longer be bound by the Association as its Collective Bargaining representative, and failing to give said notice, it agrees to be bound by each subsequent renewal, modification, or extension of this Collective Bargaining Agreement or prior to the termination of any subsequent renewal, modification, or extension hereto. If no notice is given as aforesaid, all subsequent Collective Bargaining Agreements negotiated between the Association and the Union shall be deemed to have been negotiated on behalf of the contractor and shall be executed by the contractor upon request of the Union.

1 The parties hereto mutually agree hat all plasterers are expressly excluded from
2 the terms of this Agreement.
3

4 ARTICLE 2

5 STRIKES AND LOCKOUTS

6 The parties hereto agree that there shall be no lockouts on the part of the
7 contractors. The Union covered by this Agreement shall not engage in any strike,
8 slowdown, work stoppage, planned inefficiency, or other interference with work, or
9 threat or inducement of the same, during the term of this Agreement and any extension
10 thereof; however, in the event of any breach of this provision, the parties that a strike,
11 slowdown, or work stoppage against one or more of the contractors covered by this
12 Agreement shall be considered as a strike against all the contractors party hereto; and, in
13 such event, the contractors covered by this Agreement may lock out all employees
14 covered; and the Union and the employees waive all rights or causes of action resulting
15 there from.

16 Legal picket lines of other trade unions are specifically excluded from the
17 coverage of this Article. Jurisdictional pickets shall be a violation of this Agreement. A
18 jurisdictional dispute shall be defined as a disagreement or assignment of work between
19 two or more crafts.

20 The failure or refusal of employees to work or of the Union to refer employees to
21 contractor's delinquent in making the contributions required in this contract is
22 specifically excluded from the coverage of this Article.

23 It is understood and mutually agreed that there shall be no strikes or lockouts over
24 a dispute concerning this Agreement during its term until the grievance procedures
25 described in this contract have been exhausted and, the, only in the event a party fails or
26 refuses to abide by a final decision. This Article shall not apply in those cases where a
27 contractor fails or refuses to make, in whole or in part, any payments required under this
28 Agreement, including all wages, Local Union fringe benefits, and Agreement
29 Administration/Training, or other contributions that have been established through bona
30 fide collective bargaining.
31

32 ARTICLE 3

33 GRIEVANCE PROCEDURE

34 All disputes arising under the terms of this Agreement, except work assignment
35 disputes and disputes relating to payment of wages, payment to Health and Welfare,
36 Pension, and Apprenticeship Training Funds, and Agreement Administration/Training,
37 shall be settled as follows:

38 Any grievance by a Union representative or a contractor representative shall be
39 verbally expressed to the other through the chain of command to reach those in authority,
40 such as, the steward and superintendent, within seventy-two (72) hours (three working
41 days) of the time of the grievance or the grievance is null and void. A meeting shall be
42 held on the jobsite and a serious and sincere effort shall be made between the parties of
43 the dispute to arrive at a settlement. If they cannot agree, either party may submit the
44 dispute, in writing, to the Joint Grievance Committee within one hundred twenty (120)
45 hours (five working days), excluding Saturdays and Sundays. Such notice shall be
46 supplied to the local Union business office and to the office of the Association.

Upon receipt of the notice by the Union business office and the office of the Association, they will then contact one another and establish a meeting date, place, and time, within one hundred twenty (120) hours (five working days), excluding Saturdays and Sundays, of the receipt of such notice for the Joint Committee to meet. This time limit can be extended by mutual agreement. The Joint Committee shall be composed of two Union business agents or assistant business agents, other than Bricklayers, and two contractors not involved in the dispute. These four individuals will jointly agree upon a fifth party who will serve as Chairman. The decision of the Joint Committee shall be rendered verbally at the conclusion of the meeting and distributed to all parties, in writing, by the Executive Vice President of the Association, within five (5) working days, excluding Saturdays and Sundays, and shall be final and binding on both parties subject to judicial review.

In the event that such decision is subject to judicial review, the court shall resolve determination of whether or not the question at issue is arbitral; and, in that event, this Agreement shall not be construed to give the Joint Committee the power to decide the question of arbitrability.

In the event of judicial review, it is agreed that the party who loses in the last court to which either party resorts shall pay all costs of such review, including reasonable attorneys' fees for the other party.

Either party who fails to cooperate in setting up this grievance procedure, or fails to expeditiously follow it, shall forfeit his claim.

ARTICLE 4 WORK WEEK

The normal work week shall consist of five (5) days of eight (8) hours each, Monday through Friday; and a regular schedule of working hours shall be established between the hours of 7:00 a.m. and 4:30 p.m., with a suitable time for unpaid lunch; provided, however, that by mutual consent, these hours may be modified to any daylight hours when working conditions are more favorable to the health and safety of the workers and to the progress of the job.

Monday	7:00 a.m. to 7:00 a.m.	Tuesday
Tuesday	7:00 a.m. to 7:00 a.m.	Wednesday
Wednesday	7:00 a.m. to 7:00 a.m.	Thursday
Thursday	7:00 a.m. to 7:00 a.m.	Friday
Friday	7:00 a.m. to 7:00 a.m.	Saturday
Saturday	7:00 a.m. to 7:00 a.m.	Sunday
Sunday	7:00 a.m. to 7:00 a.m.	Monday

ARTICLE 5 FOUR TEN-HOUR WORK DAYS

The contractor will have the prerogative to work four (4) ten (10) hour work days, Monday through Thursday, at straight time by notifying the Union three (3) days in advance and three (3) days notice at the conclusion of a 4-10 work week. Friday will be a makeup day; a minimum of ten (10) hours will be worked on the makeup day. All hours worked over forty (40) will be at time and one-half.

ARTICLE 6
HOLIDAYS

Holidays recognized in this agreement are:

- | | |
|-------------------|---------------------------|
| 1. New Years Day | 5. Thanksgiving Day |
| 2. Memorial Day | 6. Day after Thanksgiving |
| 3. Fourth of July | 7. Christmas Day |
| 4. Labor Day | |

No work shall be performed on Labor Day except when the same is necessary to save life or to preserve property, and when permission has been given by the Union. If a holiday falls on Sunday, the following Monday shall be recognized as the holiday.

ARTICLE 7
TERMIANTION

Employees terminated by discharge or reduction in force shall be paid, at the time of termination, all wages due them; but any employee who quits shall be paid at hit next regular pay day and shall receive pay for hours worked only.

An employee being terminated shall be notified of the termination in sufficient time to have thirty (30) minutes to collect, clean, and pack his tools, when necessary; and if such notice is not given, he shall be paid at the straight time rate for that portion of the thirty (30) minutes for which he was not notified unless this causes the employee to be detained past quitting time, in which case, he shall be paid waiting time at the overtime rate.

Any employee found guilty of fighting, drinking, not abiding by safety rules and regulations, not using latrines, or possession of narcotics or a deadly weapon may be relieved of his employment and refused further employment for these reasons.

ARTICLE 8
SAFETY AND SANITATION

The contractor agrees to conform to standards for workers' protection and safety in compliance with all state and federal laws; to provide drinking water, to be iced, individual drinking cups and/or fountains; and sanitary toilet facilities.

The contractor, the Union, and the employees covered by this Agreement agree to cooperate to the fullest extent to ensure that the safety and health of the employees are protected.

Contractors shall furnish regulation masks and goggles for workers employed on cutting machines for masonry materials. Dust catchers or exhaust fans shall be supplied for dry masonry saws. Contractors shall furnish a safety shield partition for eye protection from flying metal, and dangerous conditions such as welding and grinding; and provide air movers for cutting out, and for repair in acid tanks, towers, lime kilns, or where dangerous, irritating, or toxic fumes are present

When required by the contractor, workers shall submit to a prehire and/or preplacement physical examination at the contractor's expense and on the contractor's time.

Masonry unites weighing forty (40) pounds or more shall be set by two (2) masons.

1
2 Apprentice bricklayers who are not in their fifth six-month period or more of
3 training, may not operate masonry saws.
4

5 ARTICLE 9

6 HOT WORK

7 Hot work will involve work performed on glass, aluminum, or zinc furnaces ore
8 components; under conditions involving exposure of members to extreme heat. The
9 respective contractors and the business manager shall work out the exact circumstances
10 under which hot work premium will apply. Any disputes, which may arise under this
11 Article, will be referred back to the negotiating committees of the Union Contractors and
12 Subcontractors Association, Inc., and Bricklayers Local 1 for settlement.

13 Members working on hot work shall receive 50% more than the straight time base
14 hourly wage on hours worked (excluding all fringes, except vacation). This hot work
15 premium shall not apply to any of the double time rate of pay on overtime basis.

16 When bricklayers are employed on hot work, such as glass and steel plants, the
17 contractor shall provide proper counter-fatigue aids, which shall meet OSHA or
18 applicable state standards.
19

20 ARTICLE 10

21 INSURANCE

22 It is mutually agreed and understood that the contractor will provide
23 unemployment compensation insurance and workers' compensation insurance. This
24 insurance must be equal to, but need not exceed, insurance required by the provisions of
25 the Florida Unemployment Compensation Law and the Florida Workers' Compensation
26 Law; and workers shall not accept employment from any contractor who does not comply
27 with these Florida laws. It shall be the duty of the Union to obtain, and duty of the
28 contractor to supply, evidence that his firm is complying with this provision.
29

30 ARTICLE 11

31 EMPLOYMENT

32 The contractor will secure employees in accordance with the terms of this
33 Agreement first by requesting the Union to furnish employees and, if it is unable to do so,
34 by hiring at the jobsite. The Union agrees that, when a contractor requests employees, it
35 will at all times, in good faith and using its best efforts, undertake to furnish qualified,
36 competent craftsman.

37 When contractor requests employees from the Union, referral by the Union of
38 such employees shall be under the following conditions:

39 Selection of applicants for referral to jobs shall be on a non-discriminatory basis
40 and shall not be based on, nor in any way affected by, Union membership, bylaws, rules,
41 regulations, constitutional provisions or any other aspect or obligation of Union
42 membership, policies, or requirements.

43 Each contractor retains the right to reject any job applicant referred by the Union.

44 All conditions and requirements of Executive Order No. 11246 and regulations of
45 the Equal Employment Opportunity Commission shall apply and be observed.

The contractor agrees that first preference in employment shall be given to individuals who are participants in the employee welfare benefit funds provided by this Agreement, who are currently covered or insured under the Florida West Coast Trowel Trades Health and Welfare Fund, and who are residents of the geographical area of this Agreement, provided said individuals are qualified to perform the work.

ARTICLE 12 GEOGRAPHICAL AREA

The geographical area covered by this Agreement shall be the following counties in the State of Florida: Charlotte, Citrus, Collier, DeSoto, Hardee, Hernando, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, Sarasota, and Sumter.

ARTICLE 13 FOREMAN

When three (3) or more members of the same classification of the trowel trades are employed on a job, one of them shall be a foreman. When three- (3) trowel trades foreman are employed on the same job, a general foreman shall be employed. The foreman scale shall be the journeyman scale plus sixty cents (\$1.50) per hour. The general foreman scale shall be the journeyman scale plus one dollar and twenty cents (\$2.50) per hour.

ARTICLE 14 APPRENTICES

The contractor agrees to employ apprentices under the terms of the standards of the appropriate Trowel Trades Joint Apprenticeship Committee as approved by the Department of Apprenticeship of the State of Florida and the Bureau of Apprenticeship and Training of the U.S. Department of Labor, as amended, in compliance with Title 29, Code of Federal Regulations, Part 30, and to maintain in his employ only apprentices who fully comply with these standards.

The ratio of apprentices to journeyman is one (1) apprentice after the first three (3) journeymen and one (1) additional apprentice for each five (5) journeyman after the first three (3), or as otherwise provided by the Apprenticeship Committee.

Wages of the apprentices shall be a percent of the journeyman rate as follows:

<u>Bricklayers</u>	<u>Cement Masons</u>	<u>Other Classifications</u>
1 st 6 months 65%	1 st 6 months 70%	1 st 3 months 50%
2 nd 6 months 70%	2 nd 6 months 75%	2 nd 3 months 55%
3 rd 6 months 80%	3 rd 6 months 80%	2 nd 6 months 65%
4 th 6 months 85%	4 th 6 months 85%	3 rd 6 months 75%
5 th 6 months 90%	5 th 6 months 90%	4 th 6 months 85%
6 th 6 months 95%	6 th 6 months 95%	5 th 6 months 90%
		6 th 6 months 95%

The contractors and Union acknowledge their responsibilities in the training of apprentices. The contractors and Union further recognize that a viable apprenticeship program requires that an apprentice receive both classroom instruction and related training in order for the apprenticeship program to adequately service the needs of the industry. The contractor and the Union hereby agree to assist the Apprenticeship

1 Committee in the enforcement of rules established by the Committee and by the State of
2 Florida which requires that an apprentice attend classes for a minimum of 144 hours per
3 year. As a part of that assistance, the contractor hereby agrees to refuse to provide related
4 training, upon request of the Apprenticeship Committee, for any apprentice who fails,
5 without reasonable excuse, to attend apprenticeship classes on a regular basis. It is
6 acknowledged by the contractor that the failure to deny such related training results in
7 economic loss to the Apprenticeship Committee in an amount that is unknown and is no
8 susceptible to easy calculation but includes the following elements:

9 Additional expenditures by the Apprenticeship Committee to provide training
10 classes for an apprentice who failed to attain the necessary 144 hours of training and thus
11 is required to repeat an entire level of training.

12 Potential loss of funding by the state and/or county and/or school board which
13 could occur in the event that the number of apprentices attending classes falls below the
14 minimal number for which funding is allowed.

15 In view of establishing the exact economic loss, the contractor agrees to pay
16 liquidated damages to the Apprenticeship Committee in the amount of \$250.00 for each
17 refusal to deny related training under the forgoing circumstances.

18 19 **ARTICLE 15** 20 **REPORTING TIME**

21 An employee who reports for work at the beginning of a shift, unless he has
22 received previous notice not to report, and is not put to work, shall receive two (2) hours'
23 pay. If the employee starts to work at the beginning of a shift, he shall receive four (4)
24 hours' pay. If the employee works the first half of the day (four hours) and resumes work
25 after the first half of the day, he shall receive a full day's pay. In any event, he shall stay
26 on the job for the full time for which he is paid unless he is dismissed by the contractor,
27 and shall perform whatever duties appropriate to his classification he may be assigned;
28 provided, however, that the provisions above shall no apply where the employee
29 voluntarily quits or is not put to work because of inclement weather, breakdown of
30 machinery, or any cause beyond the control of the contractor.

31 Failure of the contractor to have adequate material on the site to permit the job to
32 operate will no be considered as relief from this reporting time provision except as stated
33 above when such failure is beyond the contractor's control.

34 Any employee discharged for inefficiency, insubordination, intoxication, fighting,
35 not using latrines, possession of deadly weapons, or not complying with safety rules and
36 regulations shall receive pay for actual hours worked.

37 38 **ARTICLE 16** 39 **TOOLS**

40 Contractors shall furnish, and keep in condition, saws for cutting gypblock and
41 insulation brick. Except for firebrick work, only trowels may be used for placing mortar
42 upon work. Lines must be used on both sides of brick walls exceeding nine inches (9") in
43 thickness.

44 Trowel trades craftsmen and apprentices shall be financially responsible for
45 negligent or intentional loss of or damage to contractors' tools and equipment assigned to

1 them. The Union shall assist contractors in making recovery for loss of or damage to said
2 tolls.

3
4 **ARTICLE 17**

5 **TRAVEL**

6 When an employee is required by the contractor to use his vehicle for the benefit of
7 the contractor, except to transport himself and his personal tools, he shall be reimbursed
8 at the rate of thirty-four and one half cents (\$0.345) per mile. This per mile travel rate
9 shall conform to the U.S. Government rate of pay.

10
11 **ARTICLE 18**

12 **SHIFT WORK**

13 **THREE SHIFTS**

14 Work eight hours, pay for eight hours. Work seven and one-half hours, pay for
15 eight hours. Work seven hours, pay for eight hours.

16 Shifts: 7:00 a.m. - 3:30 p.m.
17 3:30 p.m. - 11:30 p.m.
18 11:30 p.m. - 7:00 a.m.

19
20 **TWO NINES**

21 First Shift: Nine and one-half hours, eight hours straight time, and one hour time
22 and one-half, one-half hour meal.

23 Second Shift: Nine hours, eight hours straight time, one hour time and one-half,
24 one-half hour meal, \$0.25 premium each hour paid.

25 Shifts: 7:00 a.m. - 4:30 p.m.
26 5:00 p.m. - 2:00 a.m.

27
28 **TWO TENS**

29 First Shift: Ten and one-half hours, eight hours straight time, two hours time and
30 one-half, one-half hour meal.

31 Second Shift: Work nine and one-half hours, on the job ten hours, eight hours
32 straight time, two hours time and one-half, one-half hour meal, \$0.25 premium for hours
33 paid. Craftsman will be sent from hall with hourly rate, to include the \$0.25 premium.
34 Realize that the overtime hours will be \$0.375 and not \$0.25 on the premium pay.

35 Shifts: 7:00 a.m. - 5:30 p.m.
36 6:00 p.m. - 4:00 a.m.

37
38 **TWO TWELVES**

39 First Shift: Twelve hours, eight hours straight time, three and one-half hours time
40 and one-half, one-half hour meal.

41 Second Shift: Twelve hours, eight hours straight time, four hours time and one-
42 half, mealtime paid, \$0.25 per hour premium.

43 Shifts: 7:00 a.m. - 7:00 p.m.
44 7:00 p.m. - 7:00 a.m.

45
46 Shift work must be scheduled in advance.

1
2
3 **ARTICLE 19**

4 **SCAFFOLDS**

5 Scaffolds shall be four feet (4') high for bricklayers and block layers; however,
6 any additional heights can be used when mutually agreed upon by the contractor and the
7 Union. Bricklayers' scaffolds shall be at least four feet (4') wide. No scaffold shall be
8 built more than six inches (6") above the wall. All scaffolds twelve feet (12') or more in
9 height shall have rigid guardrails. No. leanto or two-legged scaffolds shall be used.
10 When employees are working on a job when employees are working above them, they
11 shall be provided with proper covering to protect them from danger.

12 No more than two (2) men may occupy a painters' stage at the same time. Safe
13 ladders or other reasonable and safe access to scaffolds shall be provided. No employee
14 shall be laid off for scaffold erection or stocking. Employees working on swinging,
15 hung, or suspended scaffolds less than four feet (4') in width shall be paid twenty-five
16 cents (\$0.25) per hour more than the journeyman scale.

17 **ARTICLE 20**

18 **EMERGENCY WORK**

19 In the event of any emergency, workers shall work the required overtime as the
20 occasion demands to protect life and property.

21 **ARTICLE 21**

22 **DOCTOR VISITS**

23 An employee requiring medical attention in a doctor's office or hospital, who
24 does not return to work, will be paid for the scheduled workday. The employee will
25 obtain, from the attending physician, a statement of the time such treatment ends and will
26 return to work without delay, provided it is feasible for him to reach the job before the
27 normal work day has ended.

28 If an employee injured on the job returns to work but requires subsequent medical
29 treatment for the injury, he shall receive it without loss of pay for the time he is off the
30 job, as long as not abused, for the first two (2) visits after the initial injury.

31 **ARTICLE 22**

32 **SHELTER AND STORAGE**

33 A suitable and clean enclose shelter and storage space with lock shall be provided
34 by the contractor for the use of employees covered by this Agreement.

35 **ARTICLE 23**

36 **HARD HAT AND SAFETY SHOES**

37 All craftsmen will furnish their own OSHA approved hard hat. If the client
38 requires safety shoes, the craftsmen will furnish same.

39 **ARTICLE 24**

40 **STEWARDS**

41 The Steward shall be appointed from employees on the job. He may be removed
42 as such, and shall be subject to the authority of the Business Manager. These are the
43 recognized duties of the Steward:
44
45
46

- 1 1. To see whether the provisions of this Agreement are adhered to and to notify
2 the Job Superintendent and his Business Representative if they are not.
- 3
- 4 2. To represent employees on the job on any questions which may arise.
- 5
- 6 3. To report promptly all sickness and injury on the job to the employer, who
7 shall have someone accompany the sick or injured employee to his home or
8 the hospital, if necessary; to report the injury at the first opportunity to his
9 Local. If the Job Steward is injured, the employees shall select an acting
10 Steward, subject to the approval of the Business Representative.
- 11
- 12 4. To inspect all scaffolds to ascertain that they are in accordance with all safety
13 code requirements.
- 14
- 15 5. To see that overtime is distributed as evenly as practical among the employees
16 on the job.
- 17

18 The contractor or his representative shall notify the Union office of his intention
19 to discharge a Steward, for cause, not less than eight (8) hours prior to the intended
20 discharge; however, in the event the Steward is discharged for insubordination, gambling,
21 intoxication, fighting, drinking, not abiding by safety rules and regulations, not using
22 latrines, or possessing deadly weapons, this notification shall not be required.

23 The Shop Steward shall remain on the job until his duties as Steward are
24 concluded.

25 Stewards will know and completely understand their local and national
26 agreements and all documents referred to therein. They shall be properly schooled in the
27 correct performance of their duties and qualify as a Steward before being assigned to this
28 important position on the job.

29
30 **ARTICLE 25**
31 **LEAVE OF ABSENCE**

32 When requested by the Union, the employer shall grant any duly elected officer or
33 delegate of the Union leave of absence, without discrimination, for the purpose of taking
34 care of his duties.

35
36 **ARTICLE 26**
37 **FRINGE BENEFIT FUNDS**

38 Each contractor shall pay to the following fringe benefit funds the rates provided
39 for in this Collective Bargaining Agreement for each hour worked by employees covered
40 by this Collective Bargaining Agreement, such contributions to be made no later than the
41 15th day of the month following the month in which the hours were worked. Such
42 payments may be made in a single check payable to Bricklayers Local #1, Tampa,
43 Escrow Account and shall be accompanied by a written report setting for the name, social
44 security number, gross wages, dues check off, and hours worked by each person covered by
45 the Agreement.

1 Florida West Coast Trowel Trades Welfare Fund
2 Florida West Coast Trowel Trades Pension Fund
3 International Pension Fund
4 Florida West Coast Trowel Trades Apprenticeship Trust Fund
5 International Masonry Institute
6 Contractors-Unions Cooperation Building and Maintenance Industry Trust Fund
7 Safety Training Trust Fund
8 Agreement Administration/Training
9

10 Each contractor hereby ratifies the Agreements and Declarations of Trust and
11 Rules and Regulations of the fringe benefit funds, including all collection procedures
12 now or hereafter established by the trustees and any Amendments or Restatements
13 thereof as fully as if such contractor was signatory to such document.

14 Notwithstanding any other provisions of this Agreement, the obligation to make
15 fringe benefit fund contributions at the rates set forth herein, and under the terms and
16 conditions set forth herein, shall continue beyond any expiration date of this Agreement
17 until the date the contractor executes or becomes bound by a successor Collective
18 Bargaining Agreement or notifies the trustees, in writing, that it has bargained with the
19 Union for a successor Agreement and that an impasse in such bargaining has been
20 reached and notifies the trustees that specific date that such impasse was reached.
21

22 ARTICLE 27

23 SUBSTANCE ABUSE TESTING

24 The employer has the right to implement a non-discriminatory alcohol, illegal
25 drugs and substance abuse policy, subject to the grievance and arbitration procedures
26 provided herein.
27

28 ARTICLE 28

29 OVERTIME

30 The overtime rate for bricklayers shall be time and one-half the first two hours
31 after eight, Monday through Friday, time and one-half the first ten hours on Saturday; all
32 other hours, to include Sundays and holidays, at double time.

33 The overtime rate for cement masons, tile setters, and terrazzo workers shall be
34 time and one-half for hours worked outside of the regular workday, Monday through
35 Friday. The first ten hours on Saturday shall be worked at time and one-half; all other
36 hours at the appropriate rate.

37 If the Union grants better overtime conditions different than those stipulated in
38 this contract, then all contractors signatory to this Agreement shall also be granted the
39 same conditions. Likewise, if the contractor pays more favorable overtime conditions to
40 other craftsman working under this contract on the same project, then the best conditions
41 will be extended to all craftsmen.

42 If the craftsmen are called out other than their regular work hours, Monday
43 through Friday, then the first two hours shall be at time and one-half; the balance shall be
44 at the appropriate rate except the first ten hours on Saturday.
45
46

ARTICLE 29
OVERTIME MEALS

When a craftsman is required to work more than eleven (11) hours, the employer will furnish a hot meal after the eleventh hour and allow twenty (20) minutes for eating same. If required to work additional hours, a hot meal will be furnished every five (5) hours and twenty (20) minutes allowed for eating same. This provision will effect unscheduled or emergency work only. On scheduled overtime work, the craftsman will make provision for his own meal after the eleventh hour of work and shall have twenty (20) minutes for eating same. If additional hours are worked, the contractor will furnish hot meals after each fifth hour.

ARTICLE 30
REFRESHMENT

Craftsmen will be permitted to have refreshment at or near their workstation, not organized.

ARTICLE 31
PREMIUM PAY

Employees working with carbon-filed acid resisting and/or epoxy-type mortar shall be given one-half hour's pay at the regular rate as compensatory expense for damage to wearing apparel, tools, and eye glasses.

Trowel trades shall be reimbursed by the contractor for clothing, shoes, and eye glasses which are materially damaged by acids or other corrosive materials when required to work near such materials. The Superintendent shall determine whether such clothing, shoes, and eyeglasses have been materially damaged. The phrase "corrosive materials" shall include paint that may permanently damage eyeglasses.

Employees working on swinging, hung, or suspended scaffolds less than four feet (4") in width shall be paid twenty-five cents (\$0.25) per hour more than the journeyman rate.

Operators of devices for cutting refractory materials shall be paid twenty-five cents (\$0.25) per hour more than the established rates.

ARTICLE 32
WAGES

Payment of wages shall be weekly and during working hours, normally on Friday, but in any event, not later than three (3) days after the close of the payroll period; however, by mutual consent between the contractor and the Union, this time may be modified. Payment shall be made in currency or by company check with a statement of wages and itemized deductions attached. This check shall be drawn on a bank that is chartered by the State of Florida. If a payroll check shall have been returned by the bank because of insufficient funds, then at the option of the Union, payment by that Company shall thereafter be made in cash.

Any employee forced to wait beyond normal working hours for his pay shall be paid at the overtime rate for the waiting time. If the circumstances are beyond the control of the contractor, overtime payment is not requested.

Any employee discharged for stealing, inefficiency, failure to perform work as instructed by the foreman, or intoxication shall be paid for hours worked only.

Effective the first payroll period on or after May 1, 2004:

BRICKLAYERS, CEMENT MASONS, STONE MASONS, MARBLE MASONS, AND POINTERS, CAULKERS, AND CLEANERS:

	5-01-04
Wages	\$21.70
Welfare Fund	3.00
Pension Fund	1.50
International Pension Fund	1.25
Apprenticeship Fund	.25
International Masonry Institute	.25
Contractors-Unions Trust	.01
Safety Training Trust Fund	.03
Agreement Administration/Training	.09
Total Package	\$28.08

TILE, TERRAZZO, AND MOSAIC WORKERS:

	5-01-04
Wages	\$21.55
Welfare Fund	3.00
Pension Fund	1.50
International Pension Fund	1.25
Apprenticeship Fund	.25
International Masonry Institute	.25
Contractors-Unions Trust	.01
Safety Training Trust Fund	.03
Agreement Administration/Training	.09
Total Package	\$27.93

FOREMAN.....	\$1.50 above journeyman scale
GENERAL FOREMAN.....	\$2.50 above journeyman scale

APPRENTICE RATES: Percent of basic journeyman rates as follows:

<u>Bricklayers</u>	<u>Cement Masons</u>	<u>Other Classifications</u>
1 st 6 months 65%	1 st 6 months 70%	1 st 3 months 50%
2 nd 6 months 70%	2 nd 6 months 75%	2 nd 3 months 55%
3 rd 6 months 80%	3 rd 6 months 80%	2 nd 6 months 65%
4 th 6 months 85%	4 th 6 months 85%	3 rd 6 months 75%
5 th 6 months 90%	5 th 6 months 90%	4 th 6 months 85%
6 th 6 months 95%	6 th 6 months 95%	5 th 6 months 90%
		6 th 6 months 95%

1 **DEFINATION OF INDUSTRIAL WORK:** Any job involving facilities that
2 manufacture, produce or process a product, excluding retail food establishments (grocery
3 stores and restaurants), all work performed for utility companies, cemeteries, race tracks
4 and dog tracks.

5 **ACCEPTANCE OF TRUST:** By execution or by written acceptance and
6 agreement to be bound hereby, each contractor accepts and agrees to be bound by the
7 various trust instruments creating the Welfare, Pension, International Pension, and Joint
8 Apprenticeship Funds, International Masonry Institute, and Contractors-Unions
9 Cooperation Building and Maintenance Industry Fund, and accepts the contractor trustees
10 heretofore or hereafter appointed and ratifies and confirms their actions in accordance
11 with the respective trust instruments.

12
13 **ARTICLE 33**
14 **CHECKOFF**

15 The contractor agrees to deduct from the wages of all employees covered by this
16 Agreement, for whom the contractor has a properly executed written authorization,
17 regular working dues in such amounts per hour as certified by the Union for each hour he
18 or she is employed and/ or paid by the contractor. These monies shall be remitted to
19 designated Administrator, or other agreed upon corporate fiduciary, not later than three
20 (3) working days after the end of each weekly payroll period, on a form to be furnished
21 by the Administrator, in a single check which shall include all other fringe benefits.

22 The International Union of Bricklayers and Allied Craftsman Local 1 shall furnish
23 the check off authorization, which shall read as follows:

24
25 **AUTHORIZATION FOR REPRESENTATION FOR COLLECTIVE BARGAINING**
26 **AND**
27 **AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION DUES**
28

29 I do hereby designate, appoint, and authorize IUBAC Local 1, AFL-CIO, Tampa,
30 Florida, to represent me in any all negotiations relative to collective bargaining with my
31 present or any future contractor. The full power and authority to act for the undersigned,
32 as described herein, supersedes any power or authority heretofore given to any person or
33 organization to represent me and shall remain in full force and effect from on (1) year
34 from the date and , thereafter, subject to thirty (30) days written notice to the Union of
35 my desire to withdraw such power and authority to act for me in matters referred to
36 herein.

37 From and after the date hereof, I hereby request and authorize my contractor to
38 deduct from my earnings each week, for my regular initiation fees, dues, and
39 assessments, the amount certified by IUBAC Local 1, AFL-CIO, Tampa, Florida, or
40 provided in the collective bargaining agreement under which I am employed, as Union
41 dues, which monies shall be paid and transmitted as provided in the collective bargaining
42 agreement under which I am employed or to the said Local 1 within three (3) working
43 days after such deduction. The wage assignment and authorization for deduction herein
44 given shall remain in full force and effect for the period of one (1) year from date hereof
45 or until expiration of the current collective bargaining agreement between Local 1 and
46 my contractor, whichever shall first occur, and shall automatically renew itself for

1 successive annual or contract periods unless revoked by me, in writing, with a copy to my
2 contractor and to Local 1, in the thirty (30) day period commencing ninety (90) and
3 ending sixty (60) days in advance of the applicable anniversary or contract date.
4

5
6
7 _____
8 Signature of Employee

_____ Social Security Number

9
10 _____
11 Address of Employee

_____ Date

12 Upon receipt of the monies and reports as provided herein, the escrow agent will
13 promptly transmit to the Union such monies for each employee for whom it has written
14 authorizations.

15 The Union shall indemnify and save the contractor and escrow agent harmless
16 against any and all claims, demands, suits, or other forms of liability that shall arise out
17 of or by reason of action taken, by the contractor and escrow agent for the purpose of
18 complying with any of the provisions of this Article, or in reliance of any list, notice,
19 authorization, or assignment furnished under any provisions of this Article.
20

21 ARTICLE 34

22 CONTRACTORS SIGNATORY TO THIS AGREEMENT

23 The undersigned contractor agrees that, by agreeing to be bound by the
24 Agreement between the Association and the Union, it thereby becomes a member of the
25 multi-employer bargaining unit covered by said Agreement whether or not it joins the
26 Association.

27 The contractor hereby delegates full bargaining authority to the Association,
28 which is the recognized bargaining representative for the said multi-contractor bargaining
29 unity, and thus states its unequivocal intention to be bound by group, rather than
30 individual, bargaining action.

31 The undersigned contractor further agrees that it shall be bound by any future
32 collective bargaining agreement, or by any extension, modification, or amendment to the
33 Agreement between the Association and the Union covering this multi-contractor
34 bargaining unit unless the contractor specifically withdraws from the multi-contractor
35 bargaining unit.
36

37 ARTICLE 35

38 TRAVELING CONTRACTORS

39 When the contractor has any work, specified in the Agreement, to be performed
40 outside of the area covered by this Agreement, and within the area covered by an
41 agreement with another affiliate of the International Union of Bricklayers and Allied
42 Craftsman, the contractor agrees to abide by the full terms and conditions of the
43 Agreement in effect in the jobsite area. Employees covered by this Agreement who are
44 sent to projects outside of the area covered by this Agreement shall be paid at least the
45 established minimum wage scale specified in this Agreement but in no case less than the
46 established minimum wage scale of the local Agreement covering the territory in which

1 such work is being performed plus all contributions specified in the jobsite local
2 Agreement. The contractor shall, in all other matters, be governed by the provisions
3 established in the jobsite local Agreement. If employees are sent to work on a project in
4 an area where there is no local Agreement, the full terms and conditions of this
5 Agreement shall apply.

6
7 **ARTICLE 36**
8 **MAINTENANCE OF STANDARDS**

9 The contractor signatory to this Agreement agrees that, in the event he
10 subcontracts any part of work as covered by this Agreement, which work is performed at
11 the site of construction, he shall require that the subcontractors shall abide by the wages,
12 hour of work, and working conditions in this contract, specifically, including all fringe
13 benefit provisions, to include the Agreement Administration/Training, of the Agreement.

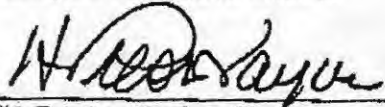
14
15 **ARTICLE 37**
16 **DURATION**

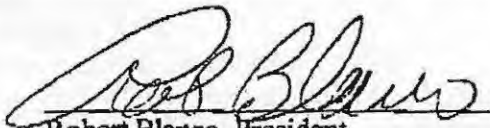
17 This Agreement shall be effective May 1, 2004, and shall continue in full force
18 through April 30, 2005, and shall be automatically continued yearly thereafter unless
19 written notice of decision to negotiate a new Agreement, in whole or in part, is given in
20 writing by either party to the other not later than sixty (60) days nor more than ninety
21 (90) days prior to the expiration date or any anniversary date thereafter. If the parties
22 fail to reach an agreement in such negotiations, the issues in dispute shall be submitted to
23 a National Joint Labor-Management Dispute Settlement Plan designated by the
24 International Union of Bricklayers and Allied Craftsmen for such steps as are deemed
25 appropriate in accordance with the procedures of such plan. The parties may, at anytime,
26 mutually agree to change or amend any part of this Agreement and such changes or
27 modifications shall not affect the continuing nature of this Agreement.

28
29 **ARTICLE 38**
30 **MANAGEMENT TRUSTEES AND COMMITTEE MEMBERS**

31 The Executive Vice President of the Union Contractors and Subcontractors
32 Associations, Inc., will appoint all management trustees and committee members
33 regarding this contract.

34
35 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
36 and year first above written.

37
38 
39
40 H. Preston Taylor, Chairman
41 UNION CONTRACTORS AND
42 SUBCONTRACTORS ASSOCIATION
43 INC.

44 
45 Robert Blanco, President
46 INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED
CRAFTSMEN, LOCAL 1, TAMPA
FLORIDA

INDUSTRIAL AGREEMENT

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN, LOCAL 1
4502 WEST M.L. KING BOULEVARD, TAMPA, FLORIDA 33614

This will acknowledge that the undersigned, acting for and on behalf of

(Company Name)

hereby accepts, adopts, and agrees to be bound by each and every term and provision, including those which create and require contributions to Welfare, Pension, International Pension, and Apprenticeship Funds, International Masonry Institute, Contractors-Unions Cooperation Building and Maintenance Industry Trust, Safety Training Trust Fund, and Agreement Administration/Training, for the benefit of employees and their dependents, all contained in that certain Collective Bargaining Agreement, made and entered into on May 1, 2004, at Tampa, Hillsborough County, Florida, of the International Union of Bricklayers and Allied Craftsmen, Local 1, and the Union Contractors and Subcontractors Association, Inc.

By execution of this undertaking, the undersigned expressly acknowledges that he/she has received and examined a true and exact copy of the aforementioned Collective Bargaining Agreement. In addition, the undersigned contractor adopts and accepts as his representatives in the administration of the aforementioned Welfare, Pension, International Pension, and Apprenticeship Funds, and International Masonry Institute, those trustees who are acting as contractor trustees and each and every term and provision of the trust instrument pursuant to which said funds are administered.

The aforementioned Collective Bargaining Agreement, as amended, shall be in full force and effective until April 30, 2005.

Accepted for the Company:

Workers' Compensation Ins. Carrier:

Print Name

Signature of Above Contractor

Accepted for Local 1

Local Address

Robert Blanco, President - IUBAC

Local Phone Number

Date

Copy: Contractor
Local 1

Union Contractors and Subcontractors Association, Inc.
1001 East Baker Street, Suite 401
Plant City, Florida 33563

FROM :

FAX NO. :

Jul. 09 2009 10:23AM P2



INTERNATIONAL UNION OF
BRICKLAYERS and ALLIED CRAFTWORKERS
of America

LOCAL NO. 1, Florida



3127 WEST HALLANDALE BEACH BLVD.
SUITE 101
PEMBROKE PARK, FL 33009

(854) 983-3007
(854) 983-3008
(854) 983-3009
FAX: (854) 983-3008

It is mutually agreed by and between International Union of Bricklayers
And Allied Craftsmen, Local # 1 Florida and the undersigned Contractors as follows:

1. The attached "Industrial Agreement" between Bricklayers and Allied Craftsmen, Local 1 Florida, Union Contractors And Subcontractors Association Inc., which was effective May 1, 2004 thru April 30, 2005 Defines "Industrial Work" as any job involving facilities that manufacture Produce or process a product excluding retail food establishments (grocery stores, Restaurants and food processing), all work performed for Utility Companies, Race Tracks and Dog Tracks. It is agreed that all types of construction work not Included in the definition of industrial work shall be considered commercial work.
2. The hourly scale of wages and benefits for stone masons, marble masons, tile setters Terrazzo, mosaic workers, caulkers, bricklayers, cement masons, plasterers and grinders Shall be as follows

May 1, 2004

October 1, 2004

To be negotiated

Basic Wages	18.50
Health and Welfare	2.75
FWC Trowel Trades Pension Fund	1.00
Bricklayers Int'l. Pension Fund	0.50
Apprenticeship Fund	0.15
Int'l. Masonry Institute	0.10

Total 23.00

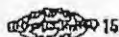
Foreman \$ 1.00 above Journeyman Scale

General Foreman \$ 1.20 above Journeyman Scale



INTERNATIONAL UNION OF
BRICKLAYERS and ALLIED CRAFTWORKERS
of America

LOCAL NO. 1, Florida



(854) 983-3007
(854) 983-3008
(854) 983-3009

3107 WEST HALLANDALE BEACH BLVD.
SUITE 101-B
PEMBROKE PARK, FL 33009

FROM :

FAX NO. :

Jul. 16 2009 03:05PM P2

Provided, however, the wage rates herein provided for commercial work shall not apply and those for industrial work, as shown in the attached agreement, will be utilized whenever the wage rates of persons (such as laborers or helpers) working directly with mechanics, either to assist the mechanics or provide them with materials for immediate work by the mechanics, are governed by a collective bargaining agreement which does not contain provisions for graduation of wages scales corresponding to that provided by this memorandum of commercial agreement.

3. The Union agrees that a Friday make up when four ten hour days are used, or a Saturday make up day (when five eight hour days) shall be utilized only when inclement weather or other conditions beyond the control of the employer did not permit the employee to work forty (40) hours during that week. Any hours worked on such a Friday or Saturday make up day that results in more than forty (40) hours of work in that week shall be paid at the appropriate overtime rate.
4. This Memorandum of Agreement shall apply to all commercial work of the undersigned contractor in the geographic jurisdiction of Local # 01 until its expiration date of April 30, 2005.
5. All other terms and conditions of employment shall be as provided in the attached Industrial Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives at Florida this 26th day of April 2004

ADVANCED MASONRY SYSTEMS
(Name of Contractor)

INTERNATIONAL UNION OF BRICKLAYERS
AND ALLIED CRAFTSMEN, LOCAL #1
FLORIDA

By: [Signature]

By: Mark Peterson
Field Representative

Address: 5403 Aglion Court
(Street and number)

SARASOTA, FL 34233
City State Zip

Telephone 941-926-3155

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 15



Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

Office: (941) 926-3155 Fax (941) 926-4804

REASON FOR LEAVING FORM

DATE 11/19/18

EMPLOYEE NAME

Michael Mosley

FOREMAN NAME

Bob

JOBSITE

BLU

REASONS FOR LEAVING:

Quit

Terminated

Lay off

Leave

☒
☐
☐
☐

PLEASE EXPLAIN: (including any warnings given including dates)

He got hurt. Failed POST ACCIDENT
D.T.

FOREMAN SIGNATURE _____

PLEASE RETURN TO JEANNIE RIGHT AWAY

GC X
15(b)

CASE NO. 18-14163

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(Respondent/Appellee)

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N.L.R.B. Case No. 12-CA-221114

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[illegible]

GC X
39 16(a)



Advanced Masonry Systems
5403 Ashton Court
Sarasota, FL 34233

Office: (941) 926-3155 Fax (941) 926-4804

REASON FOR LEAVING FORM

DATE

8/26/15

EMPLOYEE NAME

Jaron Walden

FOREMAN NAME

Bob Datto

JOB SITE

BL ✓

REASONS FOR LEAVING:

Quit

Terminated

Lay off

Leave

☒

☐

☐

PLEASE EXPLAIN: (including any warnings given including dates)

Insubordination - see letter
attached

FOREMAN SIGNATURE

PLEASE RETURN TO JEANNIE RIGHT AWAY

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
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d/b/a Advanced Masonry Services

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FOR THE ELEVENTH CIRCUIT**

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A Petition for Review of an Order of the National Labor Relations Board

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Tab No: 18



Advanced Masonry Systems
5403 Ashton Court
Sarasota, Florida 34233
941-926-3155 - Phone / 941-926-4804 - Facsimile

EMPLOYEE WARNING NOTICE:

FINAL	3	2	X
-------	---	---	---

Employee Name: OMAR WALKERDate of Notice: 07-11-16Jobsite: SARASOTA FLAT'SDate of Incident: 07-11-16

REASON FOR WARNING:	EXPLANATION:
ATTENDANCE	
WORK QUALITY	
SAFETY VIOLATION	
VIOLATION OF COMPANY POLICY	
OTHER	✓ NEAR-MISS WITH FORKLIFT EQUIPMENT

SUPERVISOR'S STATEMENT:
ACCORDING TO KALVIN LINDO; THE FORKLIFT DRIVER OMAR WALKER
WAS DRIVING FORKLIFT WITH A BUNDLE OF #5 REBAR ON HE'S FORKS.
HE STARTED TO BOOM OUT WITH OUT BRINGING THE FORKLIFT OUT.
TRIGGERS DOWN. (CREATING MACHINE TAIL GIVING UP FROM GROUND.

ACTION TO BE TAKEN:

WARNING

☒

PROBATION

☐

SUSPENSION

☐

DISMISSAL

☐

OTHER

☐

Describe:

REFRESHMENT WAS GIVING TO OMAR W.
ON FORKLIFT EQUIPMENT

I have read and understand the issues covered in this Warning Notice, have received a copy of the Notice, and agree to take the necessary steps to correct the deficiencies addressed, with the understanding that my failure to correct the deficiencies may result in further action being taken, including termination of my employment.

Omar N. Walker

Employee Signature as acknowledgment

Fernando Ramirez

Prepared by: Supervisor's Name

Copy to:

Personnel File

☐

Employee

☐

Job File

☐

HR Dept

☐

WITNESS:

NAME: X Kalvin Lindo

EmpWarning-AAS v/s

Union_000950

G CX
18

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

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3916
EMPLOYER NAME SALGADO, LUIS

ROLL/CLOCK NO. _____ **HIRE DATE** _____

3918 Salgado Lolió

THE FUTURE

SECURITY CLEARANCE

LEVEL OF CLEARANCE _____ DATE GRANTING: _____

PAYROLL DATA

WHAT:

69 SEX: M X

SOCIAL
SECURITY INC.

LIBRARY STATUS

DEPENDENT'S FOR WITHHOLDING FEDERAL

STATE

Copyright © 2004 by John Wiley & Sons, Inc.

DATE

REDUCTIONS: 60% 50% 40% 30% 20% 10% 0%

Dr. Neil T. McMillan

Rock City 7/19/11

Page _____

U.S. DEPARTMENT OF AGRICULTURE

501 X 15 NO. 101

EMPLOYMENT RECORD

CONFIDENTIAL DATA SHOULD BE FILED
UNDER PROTECTED EMPLOYEES' PRIVACY RIGHTS

EFFECTIVE
DATE

CLASSIFICATION

DEPARTMENT
COST CENTER

— 1 —

-9- (U2)

REASON FOR CHANGE

10/16/5	CARPENTER w Miriel
---------	--------------------

27-10 Wm. M. M. M.

7/28/16 Behre v. Mize

5/9/16	Term'd by	Lernardo Tamboratto
--------	-----------	---------------------

18-037

20.8

5

IS ✓ 10/12/01 #192 ✓ 51

T.G. filed in

Engelhardt



EMPLOYEE TERMINATION REPORT

Employee Name: SALGADO, LULIO

Jobsite: VARIOUS Foreman: JORGE HERNANDEZ

Last Day worked: 08/09/2016

Date of Termination 08/09/2016

Reason for Leaving: Mark only One:

Voluntary Resignation:(check one)

- ☐ Got another job
- ☐ Dissatisfied
- ☐ Moving out of Area
- ☐ Family/Personal Circumstances
- ☐ No Reason Given
- ☐ Retirement

Involuntary Termination(Check one)

- ☐ Absenteeism or Tardiness
- ☐ Failure to Perform work duties
- ☒ Insubordination
- ☐ Gross Misconduct
- ☐ Job Abandonment
- ☐ Failed Drug Test
- ☐ Other (explain Below)

Lay Off: ☐ Job Ended ☐ Job Slow down

Explain in Detail Reason for Termination – Include dates:

SE FERNANDO REPORT ATTACHED

Eligible for Re-Hire? ☐ Yes ☒ No

Phone Number to contact: _____

Address: _____

Employee Signature _____ Date: _____

Supervisor's Signature _____

GCX
10/1/1

Yolanda Phelps

From: Fernando Ramirez
Sent: Thursday, August 11, 2016 11:49 AM
To: Yolanda Phelps; Alek Feliz
Subject: DO NOT HIRED

Yolanda,

According to jorge (concrete supervisor) on Tuesday morning 08-09-16. The newly employee was cutting rebar without a faceshield (personal protection equipment).

He was told by GC on site (CROWLEY SERVICES INC). To put on the faceshield.

The newly employee Lulio Salgado refused to wear it with a bad attitude.

Lulio Salgado was fired by Miguel after safety violation incide.

Best Regards
Fernando.

Sent from my Verizon Wireless 4G LTE Droid

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6' STRAP



GCX
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Layne



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(Respondent/Appellee)

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18" strap



GcX
23

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d/b/a Advanced Masonry Services

(Petitioner/Appellant)

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(Respondent/Appellee)

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Retraction



GCH
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**UNITED STATES COURT OF APPEALS
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**UNITED STATES COURT OF APPEALS
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(Petitioner/Appellant)

vs.

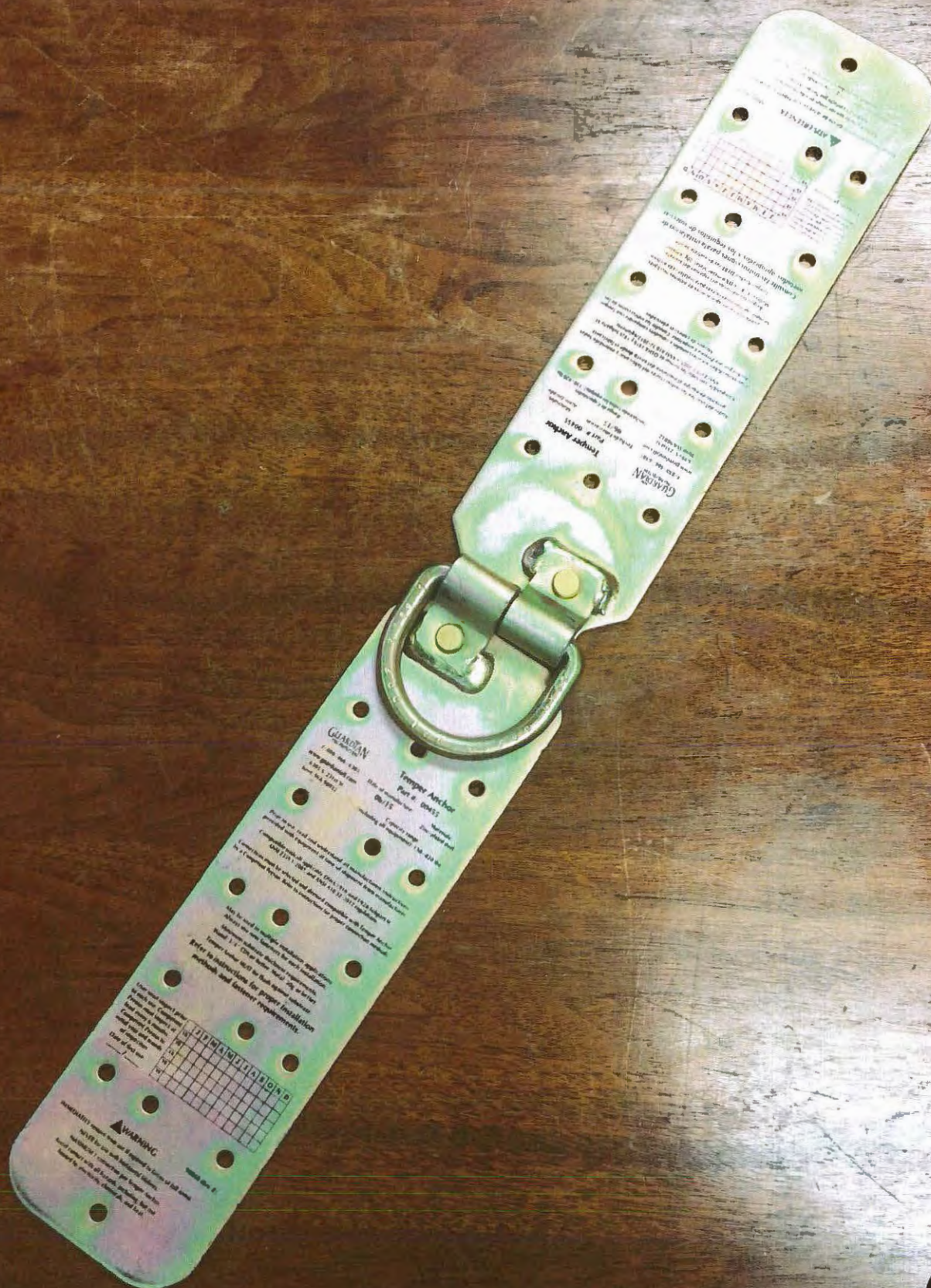
NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

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GCX
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**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

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(Petitioner/Appellant)

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CASE NO. 18-14163

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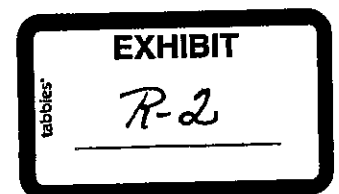


ADVANCED MASONRY SYSTEMS

EMPLOYEE HANDBOOK

January 2015

Prior additions in 2001, 2006 & 2013



EMPLOYEE HANDBOOK

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1.1 Introductory Statement

This Employee Handbook will give you important information about working at Advanced Masonry Systems (“AMS”). The Handbook explains what we expect of you and outlines many of our current benefits, practices, and policies. The Employee Handbook applies to all regular full-time, part-time, and temporary employees.

Nothing contained in the Employee Handbook is intended to change, alter, modify or supersede AMS’s policy that employment with the Company is employment at will, meaning that you or AMS may terminate your employment at any time, for any reason, with or without cause or notice. No oral statements or representations can in any way change or alter the policies set forth in the Employee Handbook. Nothing in this Handbook or in any other personnel document, including the Benefit Summary Plan Descriptions, creates, or is intended to create, a promise or representation of continued employment for any employee. The Employee Handbook is not intended to be an agreement for employment for a period of specific duration.

This Employee Handbook cannot cover every situation or answer every question about policies and benefits at Advanced Masonry Systems. Also, sometimes we may need to change the Handbook. Advanced Masonry Systems has the right to add new policies, change existing policies, or cancel policies at any time. When we make changes to the Handbook, we will endeavor to inform you of the changes.

You should keep this Handbook as a guide and reference throughout your employment with AMS. If you have any questions as you read through this Handbook, please do not hesitate to discuss them with your supervisor or someone in the Human Resources Department, any of whom will be pleased to assist you.

EMPLOYEE HANDBOOK

1.2 Letter to New Employees:

To All New Employees:

We are sincerely pleased that you have decided to join our team at Advanced Masonry Systems and hope our association will be beneficial for both of us.

This Handbook has been prepared to provide initial information to you about the Company and its policies and benefits.

We strongly believe in the value of an individual's contribution and encourage your active participation in the Company's success. You may approach your supervisor, or any member of management, to discuss any concern or question. We encourage you to voice your opinions and contribute your suggestions to improve the quality of AMS's services.

Whatever your position, you have an important assignment: Safely perform every task to the very best of your ability. Your Employee Handbook will serve as an excellent resource to guide you on how you can meet and exceed AMS's goals and objectives. How you interact with fellow workers can affect the success of the whole Company. In turn, your performance can have a Company-wide impact.

AMS needs your help in making each working day enjoyable, safe and rewarding. Your first responsibility is to know your job functions and understand how to do them promptly, correctly, and safely. Secondly, you are expected to cooperate with management and fellow employees and to build effective working relationships.

We ask you to participate in creating a pleasant and safe workplace. The overall result will be better performance for the Company and professional growth for you.

*Richard Karp, President
Advanced Masonry Systems*

1.3 AMS Vision, Mission Statement, and Guiding Principles

Vision:

- **To create a model for excellence in specialty construction.**

Mission Statement:

Advanced Masonry Systems will provide our customers with quality, honest, safe and on-time services by employing the finest skilled personnel available in the industry.

Guiding Principles:

- **Committed to excellence and dedicated to employee safety and property conservation;**
- **Guided by honesty and integrity;**
- **Dependent on teamwork and open communication;**
- **Dedicated to treating everyone with respect and dignity;**
- **Oriented toward growth; and**
- **Relentless in the pursuit of our mission.**

EMPLOYEE HANDBOOK

1.4 The Manager's Role

Policy

Managers and supervisors are responsible for creating a work environment that encourages employees to develop to their fullest potential. The role of the manager or supervisor is to:

- Select people on the basis of skill, training, ability, attitude, and character without discrimination based on any legally protected class, as discussed in AMS's Equal Employment Opportunity section of this Handbook;
- Participate in compensation discussions for employees according to their contribution to the success of AMS;
- Take prompt action on any complaint that may arise in the everyday conduct of our business, to the extent practical;
- Promote employees based on their ability and merit;
- Keep employees informed of AMS's overall goals and objectives; and
- Promote an atmosphere in keeping with AMS's vision, mission, and guiding principles.

1.5 Introductory Period

Policy

The introductory period gives employees an opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the position meets their expectations.

AMS uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or AMS may end the at-will employment relationship at any time during or after the introductory period, with or without cause or advance notice.

- All new employees and rehired employees work on an introductory basis for the first 90 days after their date of hire or rehire.
- Employees who are promoted or transferred may need to complete a second introductory period.
- Any significant absence will extend an introductory period by the length of the absence.
- If a manager determines that the standard introductory period does not allow sufficient time to evaluate the employee's performance, the period may be extended an additional ninety (90) days or more.

In cases of promotions or transfers, if an employee does not demonstrate competence, or for any other reason is not determined to be a good fit in the new position, the manager may remove the employee from the new position. If this occurs, the employee may be allowed to return to their former position or a comparable one, depending on availability, with appropriate compensation adjustment.

- Upon completion of the introductory period, employee status is classified as "regular", while always remaining an at will employee.
- After achieving "regular" employee status, one may become eligible for other AMS benefits, subject to the terms and conditions of each benefit program.
- During the introductory period, employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security.

Please contact Human Resources with any questions about this policy.

ADVANCED MASONRY SYSTEMS
EMPLOYEE HANDBOOK

2.1 Employment Classifications

Policy

Employment classifications are defined as, but not limited to the number of hours worked length of employment, method of payment, and/or eligibility for overtime. The most common employment classifications are non-exempt and exempt employees, introductory, regular full-time, regular part-time and temporary worker.

Non-Exempt and Exempt Employees

The Human Resources Department determines this classification in accordance with the standards set forth in the Fair Labor Standards Act ("FLSA"). AMS managers do not have the discretion to determine which employees are classified as exempt or non-exempt.

Non-exempt employees are entitled to overtime pay equal to one and one-half (1 ½) times their normal hourly rate, for all hours actually worked over forty (40) in a work week. An employee's classification may change from non-exempt to exempt (or vice versa) when they are promoted or transferred. The Human Resources Department will notify employees as soon as possible if their classification changes.

Introductory Employees

Employees, during their initial ninety (90) days of employment, or existing employees who have transferred or been promoted to a new position, will be classified as "introductory" employees.

This introductory period provides employees with training in their new jobs, and provides the Company with the opportunity to evaluate the employee's performance.

Regular Employees

Employees hired to work on a regular basis, and have successfully completed the introductory period(s) are categorized as "regular" employees. Such employees may be either full-time or part-time.

Full-time Employees

The minimum hours per week required to be classified as a full-time employee are thirty-two (32). An employee who has successfully completed their introductory period and who works at least thirty-two (32) hours per week is a regular full-time employee.

Unless otherwise specified, the benefits described in this Handbook apply only to regular full-time employees. When a regular full-time employee has been on an approved leave of absence, upon return, in most instances they will remain a full-time employee, provided they return to work as agreed and there is work available for the employee.

Part-time Employees

Part-time employees work less than thirty-two (32) hours in any given week. Part-time employees are not eligible for benefits described in this Handbook, except to the extent required by provision of state and/or federal law.

Temporary Employees

From time to time, AMS may hire employees for specific periods of time, or for the completion of a specific project. An employee hired under these conditions is a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis. A temporary employee does not become a regular employee by virtue of being employed longer than any agreed upon specified period of time.

**ADVANCED MASONRY SYSTEMS
EMPLOYEE HANDBOOK**

2.2 Employment At Will

Policy

Employment with AMS is at will. This means that neither the employee nor AMS has entered into a contract regarding the duration of employment. Employees are free to terminate their employment with AMS at any time, with or without reason or notice. Likewise, AMS has the right to terminate employees at any time, with or without reason or notice. AMS also has the right to discipline, transfer, or demote employees at any time, at the sole discretion of AMS.

No employee of AMS can enter into an employment contract with AMS for a specified period, or make any agreement contrary to this policy, without written approval from the President.

2.3 Termination of Employment

Policy

AMS will consider employees to have voluntarily terminated their employment if they do any of the following, including but not limited to:

- Resign from AMS;
- Fail to return from an approved leave of absence on the date specified by AMS; or
- Fail to report to work or call in for three (3) or more consecutive workdays.

Some examples of violations of AMS policies that may result in involuntary termination include, but are not limited to, breach of confidentiality, poor performance, misconduct, excessive absences, tardiness, discrimination, harassment, or other violations of this Handbook or AMS policy, including AMS's Workplace Conduct Policy (Section 4.1). However, employment is at will, and employees and AMS have the right to terminate employment for any or no reason, so long as the reason does not violate applicable laws. The last day worked will be considered the termination date.

2.4 Non Disclosure of Information

Policy

All AMS employees are prohibited from using or disclosing information that constitutes a trade secret. AMS makes reasonable efforts to protect the secrecy of its trade secrets which have economic and commercial value to the Company.

As a condition of employment with AMS, employees may be asked to sign a Confidentiality Agreement, which generally provides that the employee shall not disclose or use any AMS confidential information, either during or after their employment. However, this policy applies regardless of whether or not you are asked to sign a Confidentiality Agreement.

Additionally, clients may entrust AMS with personal and strictly confidential information. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, AMS earns the respect and trust of its clients.

If any individual questions an employee (outside the Company or department) and the employee is concerned about disclosure, the employee shall not answer. Instead, they shall refer the request to their manager, foreman, or supervisor.

The protection of confidential business information and trade secrets is vital to the interests and success of AMS. Such confidential information includes, but is not limited to, the following:

- Customer Records, drawings, plans, financial records
- Compensation Data
- Computer Processes
- Financial Information
- Marketing Strategies
- Research
- Scientific Data
- Technological Data
- Prototypes
- Company Policies
- Job Bids
- Current Projects

No one is permitted to remove or make copies of any AMS records, reports or documents without prior management approval. Employees who improperly use or disclose confidential information will be subject to disciplinary action, including but not limited to termination of employment and the exercise of whatever legal remedies are available to stop the improper use or disclosure.

ADVANCED MASONRY SYSTEMS
EMPLOYEE HANDBOOK

2.5 Employee and Customer Relations

Policy

The success of AMS depends upon the quality of its relationships. A customer's impression of AMS, and his/her interest and willingness to do business with AMS, depends in large part on the actions of each and every AMS employee.

Listed below are several proactive ways that employees can help promote good client relations:

- Respect the client's wishes and refer questions and/or requests to your immediate supervisor;
- Act competently and safely;
- Communicate pleasantly and respectfully;
- Follow up on questions and inquiries promptly, thoughtfully and thoroughly; and
- Always retain confidentiality.

Our clients and vendors entrust Advanced Masonry Systems with important information relating to their businesses. In safeguarding that information, AMS earns the respect and trust of its clients and vendors. If someone questions you outside the Company or your department, please refer the request to your supervisor or to Upper Management. Once again, because of its serious nature, disclosure of confidential information may lead to termination of employment as well as other remedies.

2.6 Equal Employment Opportunity

Policy

AMS is committed to providing equal opportunity in all of our employment practices, including selection, hiring, promotion, transfer, and compensation, to all qualified applicants and employees without regard to age, gender, color, race, creed, national origin, religion, sexual preference, disability, marital status, or any other legally protected class in accordance with the requirements of all federal, state, and local laws.

Management is primarily responsible for ensuring that AMS's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility of assuring by their own personal actions that the policies are effective and applied uniformly to everyone. Any employee, including managers, involved in unlawful discriminatory practices will be subject to disciplinary action, up to and including termination.

2.7 Prohibited Discrimination and Harassment

Policy

All employees are entitled to a work environment free from discrimination or harassment based on age, gender, color, race, creed, national origin, religion, sexual preference, disability, marital status, or any other legally protected class in accordance with the requirements of all federal, state, and local laws. Such discrimination against or harassment of an employee, or retaliation against an employee for having complained of discrimination or harassment, will not be tolerated.

While all forms of unlawful discrimination and harassment are prohibited as set forth in the Equal Employment Opportunity Policy, it is the policy of AMS to emphasize that sexual harassment is specifically prohibited. AMS is committed to providing a work environment free of sexual or other prohibited harassment. Verbal or physical conduct by any employee that harasses, disrupts or interferes with another employee's work performance or that creates an intimidating, offensive, or hostile work environment will not be tolerated.

Application

Every employee has the responsibility to maintain the workplace free of any form of prohibited harassment, sexual or otherwise. No individual is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, compensation, advancement, assigned duties, shifts, or any other term or condition of employment.

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Sexually harassing conduct in the workplace, whether committed by supervisors, non-supervisory personnel, independent contractors, or other non-employees, is prohibited. Sexually harassing conduct in the workplace refers to unwelcome sexual attention, sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature and includes, but is not limited to: sexual flirtations, touching advances or propositions; verbal abuse of a sexual nature; sexually graphic or suggestive comments; sexually degrading words; the display in the workplace of sexually suggestive objects or pictures; and printing or displaying offensive or insensitive sexually suggestive messages, jokes, or cartoons.

AMS policy also prohibits visiting pornographic websites or downloading inappropriate pictures or materials from internet on Company computer systems.

Responsibility

All AMS employees, and particularly managers, supervisors and foremen, have a responsibility for keeping our work environment free of discrimination, harassment, and retaliation. Any employee who becomes aware of any such incident, whether by witnessing the incident or being told of it, must report it in accordance with the reporting procedure discussed below. Any manager who becomes aware of the existence of discrimination, harassment, or retaliation must take prompt and appropriate action.

Reporting Procedure

- Any employee who believes that the actions or words of a supervisor, fellow employee, or non-employee constitute discrimination, harassment, or retaliation, must notify your supervisor, the Human Resources Department, or the Safety Department immediately. Any employee may also make such reports directly to the President of Advanced Masonry Systems.
- AMS will promptly investigate all complaints of discrimination, harassment, or retaliation in as confidential a manner as possible. However, confidentiality cannot be guaranteed.
- No adverse employment action will be taken against any employee who makes a good faith report of alleged discrimination, harassment, or retaliation.
- Any employee who is found after appropriate investigation to have engaged in discrimination, harassment, or retaliation, is subject to disciplinary action, including possible termination. AMS will also take any additional action necessary to remedy the situation.

2.8 Immigration Law Compliance

Policy

Advanced Masonry Systems is committed to employing only people who are United States citizens or those who are legally authorized to work in the United States. We do not discriminate because of a person's citizenship or national origin.

In accordance with the Immigration Reform and Control Act of 1986 (IRCA), all employees, citizens and noncitizens, must complete Section 1 of the Employment Eligibility Verification Form (Form I-9) at the time of hire.

AMS will complete Section 2 of Form I-9 by examining evidence of identity and employment eligibility within three (3) business days from the date employment begins. The required documents are categorically listed on Form I-9. If an employee is authorized to work, but is unable to present the required identification document(s) within three (3) business days, they must present a receipt for the application of the document(s) within three (3) business days and the actual document(s) within ninety (90) days.

Employees must present original documents. AMS may, but is not required to, photocopy the document(s) presented. These photocopies may only be used for the verification process and must be retained with the I-9.

AMS must also complete Section 3 of Form I-9 when updating and/or re-verifying the information.

Please contact the Human Resources Department with any questions.

2.9 ADA (Disability Accommodation)

It is the policy of Advanced Masonry Systems to comply with the Americans with Disabilities Act and The ADA Amendments Act of 2008.

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3.1 Hiring Procedures

Policy

AMS's primary hiring objective is to recruit talented and competent people who will contribute to the growth and success of the Company.

AMS's objective is to select the most qualified person for the job. This selection process may include processing employment applications, conducting telephone and personal interviews, and checking references.

Procedure for Employee Background Check

Before employment at AMS, the hiring supervisor and/or the Human Resources Department may conduct a job-related background check.

A comprehensive background check may consist of, among other things:

- Prior employment verification;
- Professional reference checks; and
- Education confirmation.

As appropriate, and at the sole discretion of AMS, a credit, criminal, health examination, and/or driving record history may be obtained before, during or after employment, and may affect continued employment.

Credit Investigation

Credit investigations may be required for certain positions.

AMS must have a signed release from the applicant to conduct a credit investigation.

If an applicant is denied employment for reasons relating to the credit report, the applicant will be informed of this fact and furnished with the name of the reporting credit agency.

AMS follows the requirements imposed by the Federal Truth-In-Lending and the Fair Credit Reporting Acts (federal statutes that regulate the activities of consumer reporting agencies and users of credit reports, and protect consumers from invasions of privacy by placing certain restrictions on persons who may use or disseminate credit information about consumers).

Criminal Background Records

AMS may conduct a pre-employment criminal check on applicants for certain positions. When appropriate, the criminal record is checked to protect AMS's interest and that of its employees and clients.

Obtaining criminal conviction records is only one factor that will be used in making the hiring decision.

Driver's License and Driving Record

Before the applicant is hired, hiring supervisor may check driving records of applicants who will be using a Company vehicle or driving their own vehicle for business purposes. Annual and other periodic reviews will be done throughout employment. Proof of current insurance is also required.

Employees who operate motor vehicles must present and maintain a valid driver's license and a driving record acceptable to the Company. Employees may be asked to submit a copy of their driving record to AMS from time to time.

Any changes in driving records must be reported to the manager or supervisor immediately. Failure to do so may result in disciplinary action, up to and including termination.

3.2 Employment Applications

Policy

All employees must complete and sign an AMS Employment Application. The application stipulates that all the information represented is truthful and accurate. It also stipulates that the employment relationship is At Will.

AMS relies on the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment.

Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

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3.3 New Hire Orientation

Policy

All newly hired employees shall take part in an informal orientation. At that time, all required employment documents should be distributed, completed and signed, and forwarded by the hiring supervisor to the Human Resources and Payroll departments respectively. The forms include:

- IRS Form W-4
- INS Form I-9
- AMS Post Employment Medical Questionnaire
- AMS Drug Free Workplace Agreement
- AMS Notice to Candidate Form
- AMS Handbook Acknowledgement Form
- AMS Safe Practices Handbook Acknowledgement Form

The orientation shall address many of the issues in the AMS Employee Handbook and AMS Employee Safe Practices Handbook.

Procedure

An Application Packet checklist will be completed by the employee's immediate supervisor and signed by the employee. This will remain a part of the employee's personnel record.

All completed and signed forms should be sent to the Human Resources Department along with a completed and signed Personnel Action Form.

3.4 Personnel Data Changes

It is important that AMS have certain personal information about you in our records and that such information is current and accurate. To keep your personnel records up to date, to ensure that the Company has the ability to contact you, and to ensure that the appropriate benefits are available to you, we ask that you notify your supervisor promptly of any change of name, address, telephone number, marital status, number of dependents, educational accomplishments, or other applicable information. We also need to have information about who to contact in case of an emergency.

If you have questions about what information is required, please contact the Human Resources or Payroll Department. The utmost care will be used to protect our employee's personal information. We will provide personal information to outside parties only with your written permission or under a Court Order. See Section 9.4 Release of Personnel Data for additional details.

4.1 Workplace Conduct

Policy

AMS's Code of Conduct is important because it establishes behavior and performance standards for all of our employees.

AMS expects each person to act in a mature and responsible way at all times. If employees have any questions concerning any work or safety rule or any of the unacceptable activities listed below, they should see their manager or supervisor for an explanation.

Note: the following is only a partial listing of Unacceptable Activities that can result in disciplinary action, including termination.

- Violation of AMS's security or safety rules or practices; failure to wear required safety equipment; or tampering with AMS equipment or safety equipment.
- Negligence or any careless action that endangers the life or safety of another person.
- Being intoxicated or under the influence of a controlled substance while at work.
- Use, possession or sale of a controlled substance in any quantity. Medications prescribed to you by a physician and which do not impair work performance are permitted at the sole discretion of AMS.
- Unauthorized possession of dangerous or illegal firearms, weapons or explosives while on duty.
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone while on duty or when representing AMS.
- Fighting, provoking or threatening violence in the workplace.
- Boisterous or disruptive activity in the workplace.
- Negligent damage of property.
- Insubordination or refusing to obey instructions properly issued by their supervisor pertaining to work.
- Threatening, intimidating or coercing fellow employees at any time, for any purpose.
- Engaging in an act of sabotage; negligently causing the destruction or damage of Company property, or the property of fellow employees, customers, suppliers, or visitors in any manner.

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- Theft or unauthorized possession of Company property or the property of fellow employees; unauthorized possession or removal of any Company property, including documents, from the premises without prior permission from management; unauthorized use of Company equipment or property for personal reasons; using Company equipment for profit.
- Dishonesty; falsification or misrepresentation on the application for employment or other work records; lying about sick or personal leave; falsifying a reason for a leave of absence or other data requested by AMS; or alteration of Company records or other Company documents.
- Violating the Non-Disclosure agreement; providing confidential or proprietary AMS information to competitors or other organizations, or to unauthorized AMS employees; and breach of confidentiality of personnel information.
- Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
- Immoral conduct or indecency while on duty.
- Conducting a lottery or gambling while on duty.
- Unsatisfactory or careless work and failure to meet production or quality standards as explained to employees by the manager or supervisor.
- Any act of discrimination, retaliation, or harassment, be it sexual, racial or otherwise; telling sexist or racist jokes; making racial or ethnic slurs; or any violation of the AMS discrimination and harassment policy.
- Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of the manager or supervisor; or stopping work before time specified for such purposes.
- Sleeping or loitering during working hours.
- Excessive use of Company telephone for personal calls. Company telephones may be monitored.
- Smoking in restricted areas or at non-designated times, as specified by department or job site rules or applicable laws.
- Creating or contributing to unsanitary conditions.
- Posting, removing or altering notices on any bulletin board on Company property without the permission of a manager of AMS.
- Failure to report an absence or late arrival; excessive absence or lateness.

- Unauthorized use of telephones, mail system, or other employer-owned equipment.
- Filling one's own order or invoicing.
- Buying Company merchandise for resale.
- Obscene or abusive language toward any manager, foreman, supervisor or employee; or any disorderly/antagonistic conduct while on duty.
- Speeding or careless driving of Company vehicles.
- Failure to report immediately property damage, or an accident involving Company equipment.
- Failure to use a timesheet; alteration of one's own timesheet or records or attendance documents; punching or altering another employee's timesheet or records, or causing someone to alter a timesheet or other records.
- Refusal to carry out assignments related to the work of the Company.
- Willful acts of gross negligence resulting in actual or risk of serious injury to another employee or resulting in actual or risk of serious damage to Company property.
- Inappropriate use of Internet web sites on AMS computer systems.
- Failure to report a work related accident, injury, illness or serious incident.
- Any other violation of any provisions within this Handbook.

Once again, since your employment with Advanced Masonry Systems is voluntary and at will, you may terminate your employment at any time, with or without cause or advance notice. Likewise, Advanced Masonry Systems may terminate your employment at any time, with or without cause or advance notice.

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4.2 Work Schedule

Policy

Business Hours

It is the policy of AMS to comply with applicable federal and state laws governing workweeks and workdays, rest and meal periods, and overtime pay. The regular work schedule is a five-day, forty-hour workweek for non-exempt employees. However, business requirements may dictate that employees at some sites work a non-standard workweek.

Work Schedules

The typical scheduled workweek is Monday through Sunday. For payroll purposes, the workweek begins at 12:01 AM Monday and ends Sunday at 12:00 midnight. The first day of the work schedule need not coincide with the first day of the workweek.

Starting and stopping times for each workday of the workweek may be scheduled as reasonable and necessary within the framework of this policy. Workweeks and workdays are fixed and not subject to change unless there is a compelling business need.

Non-Standard Work Schedules

As business conditions and scheduling constraints require, non-standard work schedules may be implemented.

Meal Periods

Employees who work five (5) consecutive hours or more in each workday may receive unpaid meal periods. Local site management establishes meal and break periods for field operations.

Absence Record – Exempt Employees

Policy

Employees who are classified as exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) are paid a fixed salary that is commensurate with the market value of the job performed. The recording of absences and their resultant impact on the exempt employee's salary will be administered according to the provisions of the FLSA and other applicable federal and state laws.

Procedure

Exempt employees are paid a fixed salary in exchange for any work performed during a week regardless of the time required to accomplish work assignments. For purposes of this policy, a workweek begins at 12:01 a.m. Monday and ends Sunday at midnight. The accounting or provision of additional pay or compensatory time-off on an hour-for-hour basis is not permitted with respect to exempt employees.

Only full days of absence or longer (e.g., vacation, jury, bereavement, and unpaid time off) must be reported to Human Resources and Payroll departments. These absences should be documented by the employee on an Employee Absence Report and forwarded to the Payroll Department.

4.3 Attendance

Policy

We expect Advanced Masonry Systems employees to be reliable and punctual. You should report for work on time and as scheduled. If you cannot come to work, or you will be late for any reason, you must notify your supervisor as soon as possible.

Unplanned absences can disrupt work, inconvenience other employees, and affect productivity. If you have a poor attendance record or excessive lateness, you may be subject to disciplinary action, up to and including termination of employment.

If for any reason an employee is unable to report for work at their scheduled time, they must notify the appropriate manager, foreman or supervisor at least one (1) hour before the normal starting time, or as soon as possible given the circumstances.

Any employee who fails to do so for three (3) consecutive days may be considered a Quit Without Notice.

Absence or Lateness

From time to time, it may be necessary for employees to be absent from work. AMS is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside the work hours may arise.

If employees are unable to report to work, or if employees arrive late, they should contact the appropriate manager or supervisor immediately. If an employee knows in advance that he/she will need to be absent, they should request this time off directly from the manager or supervisor. A pattern of tardiness may result in termination.

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Absence from work for three (3) consecutive days without notifying the manager or supervisor or the Human Resources Department may be considered job abandonment, and a voluntary resignation.

If employees are absent because of an illness for three (3) or more successive days, the manager or supervisor may request written documentation from a doctor stating they are able to resume normal work duties before they will be allowed to return to work.

A consistent pattern of questionable absences may be cause for concern. In addition, excessive lateness or leaving early with/without letting the manager or supervisor know is a "lateness pattern" and may carry the same weight as an absence. Other factors, such as the degree and reason for the lateness, may be considered.

4.4 Conflict of Interest

Policy

Employees must avoid actual or potential conflicts of interest. A conflict of interest exists whenever any employee of the Company or one of their immediate family members has a direct or indirect interest in an entity or matter which may influence a decision or recommendation in the discharge of the employee's responsibilities to the Company. If you have a question about this policy, or if a conflict arises, its nature and extent should be fully and immediately disclosed in writing to the Company so that appropriate action may be taken.

4.5 Violence in the Workplace

Policy

The safety and security of our workforce is of paramount importance to AMS. Each of us should feel that our working environment is free from violent actions and the threat of violent actions. Accordingly, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect AMS or which occur on AMS property, will not be tolerated.

Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at AMS or create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on AMS's or clients' premises, regardless of the relationship between AMS and the parties involved.
- All threats or acts of violence occurring off AMS's premises involving someone who is acting in the capacity of a representative of AMS or its clients.

Specific examples of conduct, which may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- Intentional destruction or threatening to destroy AMS's or its clients' property.
- Making harassing or threatening telephone calls.
- Harassing surveillance or stalking (following or watching someone).
- Unauthorized possession or inappropriate use of firearms or weapons.

The AMS prohibition against threats and acts of violence applies to all persons involved in AMS's operation, including but not limited to personnel, contract and temporary workers, and anyone else on AMS or customer property. Violations of this policy by any individual on AMS or customer property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. Additionally the local authorities will be notified of an incident and AMS will cooperate in any prosecution, if appropriate. It is critical that all threatening or violent conduct be reported immediately to your supervisor, Human Resources, or any member of management.

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4.6 Outside Employment

Policy

If the Company determines that an employee's outside work interferes with the employee's performance or the ability to meet the Company's requirements as they are modified from time to time, the employee may be terminated.

4.7 Dress Code and Personal Appearance

Policy

Your appearance reflects your attitude, professionalism, and confidence in your ability. AMS requires its employees to dress and groom in accordance with accepted professional, social, and business standards.

A neat, tasteful appearance contributes to the positive impression employees make on our customers. Employees will be suitably attired and groomed during working hours or when representing AMS.

In accordance with the AMS Employee Safe Practices Handbook, hard hats, shirts with sleeves, long trousers and steel-toed boots, all in good repair, must be worn on all AMS jobsites.

Personal appearance and safety should be a matter of concern for each employee. If a manager or supervisor feels an employee's attire and/or grooming is out of place, employees may be asked to leave the workplace until they are properly attired and/or groomed. Employees who violate dress code standards may be subject to appropriate disciplinary action.

4.8 Smoking

Policy

Smoking is a significant health hazard to smokers and those in their immediate area. In terms of health risks, it is a significant cost factor. Employees are prohibited from smoking on Company premises. Smoking is not permitted except at designated locations at any buildings owned, leased or occupied by AMS. Specific smoking areas may be designated at job sites.

4.9 Drugs and Alcohol in the Workplace

Policy

AMS respects an employee's right to conduct his or her personal life as desired. However, AMS is committed to safeguarding the health of our employees and providing a safe working environment for everyone. Because the use of alcohol or drugs by employees can impair the ability of employees to perform their duties as well as adversely affect customers' confidence in us, AMS strictly prohibits the consumption of alcohol during working time or while operating AMS vehicles or any vehicle while on AMS business. AMS prohibits the illegal use of controlled substances at any time. No employees are permitted to enter work premises under the influence of illegal drugs or alcohol.

Our employees may be required to submit to immediate drug screens, blood alcohol tests, breathalyzer tests and medical examinations under the following circumstances: a) when an employee is suspected of working or reporting to work with intoxicants or mind-altering substances in his or her system; b) when an employee suffers an on-the-job injury or is involved in an accident while at work; c) when an employee returns to work after an absence of 60 days or more; d) when there is evidence that an individual has tampered with a drug test; e) when there is a report of drug use or possession, provided by a reliable credible source; f) abnormal conduct or erratic behavior at work or significant deterioration of work performance; or g) on a periodic or random basis.

The presence of alcohol or the presence of any other intoxicants or mind-altering substances in the body is a violation of this policy. AMS will pay the cost of initial and confirmation drug tests. The employee will pay the cost of any positive drug tests. Refusal of an employee to undergo testing or to cooperate fully with any of these tests is also a violation of our policy and may be a cause for termination.

Our employees are also prohibited from using, selling, purchasing, or possessing any mind-altering substances on AMS property, while on AMS business, or while a passenger in or operating AMS vehicles. Off-premises possession, abuse, sale or purchase of unlawful mind-altering substances and off-premises alcohol abuse may reflect unfavorably on AMS's reputation and is also prohibited.

This policy does not prohibit the proper use of medication under the direction of a physician or over the counter medications when used as directed. However, the misuse or abuse of prescription or over-the-counter drugs while on the job is prohibited. Employees who are taking prescription or nonprescription drugs which could affect their ability to perform their job in a safe and efficient manner must notify their immediate supervisor of this fact when they report to work.

Drug Testing of Applicants

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Applicants for employment must sign consent to pre-employment drug testing form. Any applicant who tests positive for illegal drug or alcohol use, or who refuses to consent to a drug test, will not be considered for employment.

Employee Inspections

In order to protect the safety and property of all employees, AMS reserves the right to inspect employees' desks and cabinets as well as motor vehicles and any other personal belongings brought onto AMS property and Jobsites. Failure to cooperate with such inspections is a violation of this policy.

Supervisors who visibly observe or have reasons to suspect possession of alcohol or drugs on Company premises should contact the Safety Department immediately for assistance. Supervisors should not conduct inspections of employees or their personal possessions, without prior approval.

Violation of any aspect of the AMS Drug and Alcohol policy will result in discipline up to and including immediate termination and could also result in other legal consequences. If you have questions about this policy or issues related to drug or alcohol use at work, you can raise your concerns with your supervisor or the Safety Department without fear of reprisal. A more detailed written Drug Screen Policy and Procedures is available in the Safety Department.

4.10 Computer Systems and Email Usage

Policy

To help you do your job, Advanced Masonry Systems may give you access to computers, computer files, the email system, and software. You should not use a password, access a file, or retrieve any stored communication without authorization. To make sure that all employees follow this policy, AMS may monitor computer and email usage. You have no reasonable expectation of privacy on the AMS computer system.

AMS takes seriously its obligation to have a workplace free of harassment. AMS also is sensitive to the diversity of our employees. Therefore, we do not allow employees to use computers and email in ways that are disruptive, offensive to others, or harmful to morale.

You may only use software on local area networks or on multiple machines according to the software license agreement. Advanced Masonry Systems prohibits the illegal duplication of software and its documentation.

If you have any questions about this policy, or if you know about any violations of this policy, contact your supervisor, the Human Resources Department or any member of management. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

4.11 Internet Usage

Policy

Advanced Masonry Systems may provide you with Internet access to help you do your job. This policy explains our guidelines for using the Internet.

All Internet data that is written, sent, or received through our computer systems is part of official Advanced Masonry Systems records. That means that we can be legally required to show that information to law enforcement or other parties. Therefore, you must always make sure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and legal.

The equipment, services, and technology that you use to access the Internet are the property of Advanced Masonry Systems. Therefore, we reserve the right to monitor how you use the Internet. We also reserve the right to find and read any data that you write, send, or receive through our online connections or that is stored in our computer systems.

You may not write, send, read, or receive data through the Internet that contains content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person.

Advanced Masonry Systems does not allow the unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet. As a general rule, if you did not create the material, do not own the rights to it, or have not received authorization for its use, you may not put the material on the Internet. You are also responsible for making sure that anyone who sends you material over the Internet has the appropriate distribution rights.

If you use the Internet in a way that violates the law or Advanced Masonry Systems policies, you will be subject to disciplinary action, up to and including termination of employment. You may also be held personally liable for violating this policy.

Prohibited Activities

If you have any questions about this policy, or if you know about any violations of this policy, contact your supervisor, the Human Resources Department or any member of management.

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4.12 Security Inspection

Policy

In certain circumstances, AMS management may determine that there is a need to conduct a search of its property. AMS will conduct a search if it has a reasonable suspicion that the search will uncover information or evidence of violations of the Company's policies regarding workplace conduct, including but not limited to:

- Reporting to work under the influence of alcohol or drugs;
- The misuse or misappropriation of property belonging to either AMS, its clients or another employee; or
- Possession of a weapon, either in a vehicle or on Company property.

Desks, lockers, electronic media and other storage devices may be provided for the convenience of employees but remain the sole property of the Company.

Accordingly, any agent or representative of the Company can inspect them, as well as any Company owned articles found within them, at any time with or without prior notice. A Company appointed witness may accompany the inspector. There is no expectation of privacy in the workplace.

Procedure

Each employee will be required upon request to submit to a search of any Company owned package, purse, briefcase, toolbox, instrument case, pocket, backpack or any other container on the Company premises.

- A search will include all Company owned or leased property in the possession or control of employees.
- All searches will be conducted with discretion and consideration toward the employee involved.
- Refusal to submit to such searches will result in disciplinary action up to and including termination.
- A Company appointed witness may accompany the inspector.

4.13 Open-Door Policy

Policy

Advanced Masonry Systems encourages an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from AMS supervisors and management.

Advanced Masonry Systems tries hard to ensure fair and honest treatment of all employees. We expect supervisors, managers, and employees to treat each other with mutual respect.

Procedure

While all employees may talk with any member of AMS's management team, AMS encourages employees to follow the open-door policy outlined below. These are suggested guidelines for employees to follow in order to effectively and efficiently resolve problems or conflicts.

If employees are concerned about a situation, they are encouraged to discuss it with their supervisor. Most problems can be resolved with a frank discussion. Supervisors are advised to resolve problems as quickly and efficiently as possible. If the problem remains unresolved, the following procedure should be followed:

Step 1

Problem should be discussed with the immediate foreman or supervisor and documented by the foreman or supervisor.

Step 2

If the problem is not resolved between the employee and the immediate foreman or supervisor, or if the employee elects to by-pass a discussion, the employee should request a meeting with the next level supervisor or with the Safety Department.

Step 3

If a satisfactory resolution is not attained, the employee may request a meeting with the appropriate AMS management personnel to seek final resolution to the problem.

Step 4

On the rare occasion that a situation remains unresolved, the employee may request a meeting with the President of the Company. The employee should be prepared with all facts for this meeting. The President has the final word in resolution of the matter.

Not every situation can be resolved to everyone's total satisfaction. However, we believe that honest discussion and listening to each other will build confidence between employees and management and help make Advanced Masonry Systems a better place to work.

Questions or concerns raised are treated in as confidential a manner as possible and should be discussed only with appropriate Company personnel.

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5.1 Payday

Policy

Payday is normally every Friday and covers the prior one-week period. If Friday is a paid holiday, payday will usually occur the day before. Only managers, supervisors or a designated Company representative may distribute paychecks.

Pay Period

AMS's payroll workweek begins on Monday and ends on midnight Sunday.

5.2 Deductions from Paychecks

Policy

There are two types of deductions from employee paychecks:

- Mandatory
- Voluntary

Mandatory payroll deductions include, but are not limited to, federal, state and local income tax withholdings, certain state disability deductions, social security, and Court-Ordered deductions.

Voluntary deductions include, but are not limited to, authorized deductions for health/dental insurance, tax deferrals, and savings plan options loans.

Procedure

- The amount of the deductions, for tax reasons, will depend on the earnings and on the number of exemptions employees claim on the W-4 Form. If employees wish to modify this number, they should request a new W-4 Form from the payroll office immediately. Only employees may modify the W-4 Form.
- Verbal or written instructions are not sufficient to modify withholding allowances. Supervisors should advise employees to check their pay stub to ensure that it reflects the proper number of withholdings.
- The W-2 Form that employees receive annually reflects how much of the earnings were deducted for the various purposes.
- Any other mandatory deductions from their paycheck, such as Court-Ordered garnishments, will be explained to the employee whenever AMS is ordered to make such deductions.
- AMS may, at its discretion, make deductions from an employee's paycheck for the repayment of any amounts misappropriated by an employee in order to facilitate the return of amounts wrongfully taken.

5.3 Overtime Pay

Policy

This policy applies to “non-exempt” employees only.

The general rule under the Fair Labor Standards Act (FLSA) is that all eligible non-exempt employees must be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) in a one-week period.

Non-exempt employees will be eligible to receive overtime pay of one and one-half (1½) times the regular hourly wage for approved hours worked over forty (40) hours in one (1) week.

If during that week employees were away from the job because of a job-related injury, paid holiday, jury duty, or vacation, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime pay.

For non-exempt employees on an approved flexible work arrangement, overtime hours will be computed only on those hours worked in excess of a forty (40) hour workweek. Overtime pay is based on the actual hours worked. For this reason, time off for sick leave, vacation, and other paid or unpaid leaves of absence is not counted as hours worked when calculating overtime pay.

A manager or supervisor must approve all overtime in advance. Therefore, it is essential that you do not work outside of your scheduled hours without prior approval. Failure to abide by this policy may result in disciplinary action, up to and including termination.

5.4 Work Performed on Company Holiday

Policy

Non-exempt employees who work on a Company holiday are considered to have worked overtime on that day and will be paid one and one-half (1½) times their regular pay for hours worked, regardless of the number of hours worked during that same work week.

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5.5 Time Records

Policy

By law, AMS is obligated to keep accurate records of the time worked by non-exempt employees. Federal and State laws mandate that employees must complete time sheets accurately by recording all time worked. **Working "Off the Clock" is strictly prohibited.**

Procedure

AMS prohibits employees from recording another person's time, causing another employee to record their time, or failing to record their time. Signing in early or signing out late, without authorization, is strictly prohibited and may subject an employee to discipline.

"Falsifying" time sheets or time cards is theft of time and cause for dismissal. Managers or supervisors shall authorize all Time Records before submitting them to the Payroll Department.

Tampering with another's time record is cause for disciplinary action, up to and including possible termination of both employees.

Foremen maintain time records at each job site. Time records are forwarded weekly to the Payroll Department.

In case of an error in recording time, report the matter to your supervisor immediately.

5.6 Garnishment of Wages

Policy

The Company will comply with all applicable laws governing the garnishment of wages. Contact Human Resources with any questions.

6.1 Compensation

Policy

Advanced Masonry Systems' compensation policy is designed to attract potential employees, and to encourage well-performing employees to stay and grow with the Company.

Philosophy

AMS pays for performance. Employees earn salary increases according to their demonstrated competencies and merit. AMS applies the same principles to all employees, regardless of organizational level, age, gender, color, race, creed, national origin, religion, sexual preference, disability, marital status, or any other legally protected class in accordance with the requirements of all federal, state, and local laws.

Basis for Determining Pay:

- The nature and scope of the job;
- What other Companies pay their employees for comparable jobs (external equity);
- What AMS pays its employees in comparable positions (internal equity); and
- Individual performance.

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7.1 Employee Benefits

Policy

AMS provides certain benefits for eligible employees and their eligible dependents.

The following benefits are available to *eligible* employees. Refer to the benefit plan booklet for waiting periods and eligibility requirements. Please contact the Human Resources Department for additional information on these benefits.

Schedule of Benefits:

Healthcare

- Medical (Primary and Supplemental) (Section 7.2)
- Dental- Contact the Human Resources Department for eligibility.
- Continuation of healthcare benefits (Section 7.3)-COBRA
- Section 125 Program- All health care premiums are covered in by our Section 125 Program. Once you agree to elect, your health plan election cannot be revoked or changed during the plan year unless you incur a qualifying event as defined by the plan.

Work-Related Injuries

- Workers' Compensation (Section 7.4)

Capital Accumulation

- 401(k) Retirement Plan (Section 7.5)

7.2 MEDICAL BENEFITS - AFFORDABLE CARE ACT (ACA)

Policy

AMS is Compliant with the Affordable Care Act (ACA). We offer medical benefits to all employees and their dependents as defined by the plan. All regular full-time employees are eligible to participate the first day of the month after completion of 60 days of service. Please note that because AMS offers health coverage you will NOT be eligible for a tax credit through the Marketplace. See PART A below for more information. You will receive a packet of information about your health benefits approximately a month after hire. Please read the information provided to you when the packet arrives carefully and return all forms that need signatures to the office by the date requested. You must return the forms even if declining coverage.

Options and Your Health Coverage –OMB No. 1210-0149

PART A: General Information

When key parts of the health care law took effect in 2014, there are new ways to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace an employment based health offered by your employer.

What is the Health Insurance Marketplace?

The marketplace is designed to help you find health insurance that meets your needs and fits your budget. The marketplace offers “one-stop shopping” to find and compare private health insurance options.

Can I save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that does not meet certain standards.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer’s health plan. However, you may be eligible for a tax credit that lowers your monthly premium or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the “minimum value” standards set by the Affordable Care Act, you may be eligible for tax credits.

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NOTE: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution, as well as your employee contribution to employer-based coverage, is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How can I get More Information?

For more information about your coverage offered by your employer, please contact the human resource department at AMS

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

PART B: Information about Health Coverage Offered by your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name Advanced Holding Associates LLC		4. Employer Identification Number (EIN) 27-1891746	
5. Employer address 5403 Ashton Court		6. Employer phone number 941-926-3155	
7. City Sarasota	8. State FL	9. ZIP code 34233	
10. Who can we contact about employee health coverage at this job? Human Resource Administrator 941-426-3155			

As your employer, we offer a health plan to:

All employees

With respect to dependents:

We do offer coverage. Eligible dependents are as defined by plan information.

The health plan offered by AMS does meet minimum value standard of coverage, and the cost of this coverage to you is intended to be affordable, based on employee wages.

Additional information may be obtained from the Human Resources Department.

7.3 COBRA

Policy

The Federal Consolidated Omnibus Budget Reconciliation Act of 1985, (COBRA), gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under AMS's health plan when a qualifying event would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and/or a dependent child no longer meeting eligibility requirements.

Upon termination for any reason, employees and their dependents enrolled in AMS's health insurance plans will be eligible to extend that insurance under terms of the COBRA law. The Human Resources Department will provide specific information and forms for this purpose to qualified individuals.

If you continue your insurance under COBRA, you will pay the full cost of the insurance at Advanced Masonry Systems' group rates plus an administration fee. When you become eligible for our health insurance plan, we will give you a written notice describing your COBRA rights.

Because the notice contains important information about your rights and what to do if you need COBRA, be sure to read it carefully.

Additional information may be obtained from the Human Resources Department.

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7.4 Worker's Compensation

Policy

It is the policy of AMS to comply with all federal and state governmental requirements regarding insurance coverage.

Workers' Compensation

AMS provides Workers' Compensation coverage for employees with a work-related injury or illness that arises out of, and in the course of, employment. Workers' Compensation benefits are not available to employees for any injury or illness that arises out of voluntary participation in any off-duty recreational, social or athletic activities, or which are not a part of the employee's work-related duties.

Procedure

Employees must immediately report any work-related injury or illness to their supervisor. The supervisor will complete an applicable Report of Injury form, and report the claim to the appropriate authorities. The supervisor will then contact the Safety Department and notify them of the injury. If the injury or illness requires only first aid, the employee may then return to work. Otherwise, the following action will be implemented as appropriate:

- If the incident is of a more serious nature, the employee may be referred to an appropriate physician or nurse for further care and evaluation. If needed the supervisor or foreman will call 911 or make the necessary appointment and arrange transportation.
- A drug and alcohol test will be included with the initial medical treatment. See Section 4.9 for details.
- If medically necessary, the employee will be given a Work Status Form to be completed by the physician. This form must be returned to the supervisor or foreman, with a copy to the Safety Department immediately following the initial visit.
- The Report of Injury form must be completed and returned to the Safety Department within twenty-four (24) hours of the incident. The Safety Department will handle filing the report with the Workers' Compensation Carrier's Adjuster.

It is the responsibility of the supervisor to monitor and document the employee's conditions, whether the injury or illness will cause the employee to be absent from work, and if so, the anticipated length of the absence.

Consistent with AMS's Drug and Alcohol policy, a blood/alcohol test, in addition to the drug screen, may be required for all reported on-the-job injuries if an individual has caused, contributed to, or been involved in an accident while at work. A positive test will result in employment termination and may result in the loss of workers' compensation benefits.

Compensation for absence due to work related injuries

During Workers' Compensation periods, partial days to allow for subsequent doctors' appointments, and subsequent time for medical treatments relative to the work-related injury not exceeding 8 hours in any one workday, may be paid as hours worked.

For record keeping purposes, these hours may not be charged against the employee's vacation account. Time cards must reflect actual hours worked.

It is the immediate supervisor's responsibility to ensure the correct reporting of hours on the employee's time card or absence record during his/her absence.

Workers' Compensation benefits may be coordinated with other AMS programs to an amount not exceeding the regular rate of pay, excluding overtime, for employees returning to partial workdays.

Workers' compensation covers only work-related injuries and illnesses. Neither Advanced Masonry Systems nor its Workers' Compensation Carrier will pay workers' compensation benefits for injuries that might happen if you voluntarily participate in an off-duty recreational, social, or athletic activity that AMS might sponsor.

Return to Work

When the employee has been released to return to work, whether part-time or full-time, they must report directly to the supervisor or foreman with a physician's written release on a Work Status Form.

The supervisor or foreman will contact the Safety Department to generate the paperwork necessary to return the employee to active status. The employee will not be allowed to return to work without this release.

Release from Employment

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If the employee reaches maximum medical improvement (MMI) and is not willing or able to return to their former or other vacant position with reasonable accommodation, the employee may be released from employment at AMS.

Benefits Continuation

Group health insurance coverage may cease at the end of three (3) months from date of Injury if the employee has not returned to work. Coverage will be available on a self-pay basis under COBRA and/or conversion terms of the policies.

Questions or additional documentation regarding a work-related illness or injury should be directed to the manager, supervisor, foreman, or the Safety Department.

Unemployment Compensation

Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with AMS. The Division of Unemployment Insurance of the State Department of Labor determines eligibility for Unemployment Compensation.

- Unemployment compensation provides employees with a temporary income when employees are out of work through no fault of their own.
- For the claim to be valid, employees must have a minimum amount of earnings as determined by the State, and employees must be willing and able to work.
- Employees should apply for benefits through the Local State Unemployment Office as soon as employees become unemployed.

Social Security

The United States Government operates a system of mandated insurance known as Social Security. As wage earners, employees contribute a set amount of their weekly wages to the trust fund from which benefits are paid.

As the employer, AMS is required to deduct this amount from each employee's paycheck. In addition, AMS matches the employee contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

Employees are encouraged to protect their Social Security record by ensuring the name and Social Security Number on their pay stub and W-2 Form are correct.

Employees may want to make certain their Social Security earnings statement is accurate each year by requesting a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security Administration by calling 1-800-772-1213.

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7.5 401(k) Retirement Plan

Policy

Advanced Masonry Systems has a 401(k) Retirement Plan to provide eligible employees (those who have completed sufficient service) with a long-term retirement savings plan. All regular full-time employees who are 18 years of age are eligible to participate the first day of the month after completion of 60 days of service. Employees can contribute up to the annual dollar limit prescribed by law. Below is the vesting schedule of both employee and AMS contributions:

- Employee contributions are always 100% vested.
- AMS contributions vest under the following schedule:

Years of AMS Service	Vesting Percentage
Less than 2 yrs	0%
2 yrs	20%
3 yrs	40%
4 yrs	60%
5 yrs	80%
6 yrs	100%

Other details regarding terms of the plan, investment options, enrollment, employee contributions, vesting, and administration are available in the Human Resources Department.

Withdrawals

Withdrawals of vested balances by active employees may be made for hardship only, including family medical expenses, education tuition, and the purchase or preservation of a primary residence. Contact plan administrator for detailed procedures.

Loans

A loan in the amount of up to 50% of the vested funds may be available to active employees for appropriate expenses. Contact plan administrator for detailed procedures.

Questions

If you have any questions about your Plan, you should contact the Plan Administrator.

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8.1 Safety

Policy

AMS is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury, accident prevention, and employee safety. Maintaining a safe work environment requires the continuous cooperation of all employees.

If employees are ever in doubt about how to perform a job, it is their responsibility to ask the manager or supervisor for assistance.

Consult the Employee Safe Practices Handbook for Advanced Masonry Systems the complete safety standards.

Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately.

Compliance with these safety standards is considered a condition of employment. Therefore, it is a requirement that each manager or supervisor make the safety of employees an integral part of their regular management functions.

It is the responsibility of each employee to accept and follow established safety standards, regulations and procedures. Possession of an OSHA 10-Hour by all employees is greatly encouraged.

As an employee of Advanced Masonry Systems you have certain rights regarding the use of hazardous materials in the workplace. Advanced Masonry Systems will provide you with information regarding the following:

1. What chemicals are used in the workplace (MSD Sheets)
2. Where the chemicals are located
3. Physical and health hazards associated with the chemicals
4. Protective measures that must be taken to prevent exposure
5. What to do in case of exposure to the chemicals

For additional information on hazardous materials in the workplace consult your supervisor. MSD Sheets are available on all AMS jobsites. Additionally, the Company's Haz Com Program is in the AMS Employee Safe Practices Handbook.

**Excellence in safety performance is the
minimum standard AMS will accept.**

8.2 Reporting Safety Issues

Policy

All accidents, injuries, near misses, potential safety hazards, safety suggestions, health, and safety related issues must be reported immediately to the manager, supervisor or AMS Safety Department. If an employee is injured, they should contact outside emergency response agencies (Phone 911), if necessary.

If an injury does not require medical attention, an Injury Investigation Report must be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. Forward all Injury Investigation Reports to the Safety Department.

A First Report of Injury or Illness Form must be completed in all cases in which an injury requiring medical attention has occurred.

Federal law requires that AMS maintain records of all illnesses and accidents that occur during the workday. The OSHA 300 log will be used for this purpose.

The State Workers' Compensation Act also requires that employees report any workplace illness or injury, no matter how slight. If employees fail to promptly report an injury, employees may jeopardize their right to collect Workers' Compensation benefits.

Entering and Leaving the Premises

At the time employees are hired, employees will be advised about proper entrances and exits, as well as unauthorized areas at job sites.

If employees are expecting visitors, they should notify their manager or supervisor.

Employees are expected to abide by these rules at all times. Failure to do so may lead to disciplinary action.

Parking Lot

Employees are encouraged to use the parking areas designated for staff and crew on all jobsites.

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8.3 Safety Rules

Policy

Employees must comply with all safety rules. Consult the Employee Safe Practices Handbook for Advanced Masonry Systems for a comprehensive overview of safety standards.

Lifting

Save your back - lift with legs, get a firm grip on the object, and hold the object close to the body and space feet for good balance. Exercise to warm up before starting work. Lift only objects that you feel capable of lifting. If necessary, ask for assistance when lifting or moving heavy objects.

Materials Handling

Do not throw objects. Always carry or pass them. Use flammable items, such as gasoline, with caution. Also, stack materials only to safe heights. Always observe the instructions on Safety Data Sheets for handling of all chemicals.

Hazard, Trash and Sharp Object Disposal

Keep sharp objects and dangerous substances out of the trash can. Use specific waste receptacles.

Cleaning Up

To prevent slips and tripping, clean up spills and pick up debris immediately.

Preventing Falls

Fall Protection equipment will be utilized at all elevated locations. Keep all premises free of clutter and well organized – walk, do not run.

Handling Instruments, Tools and Equipment

Exercise caution when handling objects and tools. Do not use broken, defective or otherwise damaged tools or instruments. When carrying sharp tools or instruments, always hold points towards the floor.

Proper certification for operation of certain equipment is required.

Falling Objects

Store objects and tools where they will not fall. Do not store heavy objects on high shelves.

Work Areas

Keep cabinet doors and file and desk drawers closed when not in use. Remove or pad torn, sharp corners and edges. Open only one drawer at a time.

Using Ladders

Place ladders securely. Do not stand on boxes, chairs or other devices not intended to be used as ladders.

Personal Protective Equipment

Always wear or use appropriate safety equipment as needed. Wear appropriate personal protective equipment, like steel-toed shoes, hard hats, gloves, eye, ear, and fall protection, when working on an operation which is potentially hazardous.

Electrical Hazards

Do not stand on a wet floor while using any electrical apparatus. Keep extension cords in good repair. Do not make unauthorized connections or repairs. Do not overload outlets.

Fire Extinguishers

Know where fire extinguishers are and be properly trained on how to use them.

Report Injuries

Immediately report all injuries, no matter how slight.

Other sources of Safety Information

Additional Safety information is available from the following: Scaffold Management Program, Material Safety Data Sheets, Fall Protection Program, Respiratory Program, Hazardous Communication Program, Layman's Safety Sheet, Job Hazard Analysis and the Employee Safe Practices Handbook. As always, ask a supervisor, manager, or the Safety Department if you have any questions.

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8.4 Life-Threatening Illnesses in the Workplace

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal lives, including work, to the degree that they can. Advanced Masonry Systems wants to help these employees to work as long as they continue meeting acceptable performance and safety standards.

Medical information on any employee is confidential. Advanced Masonry Systems will take reasonable precautions to protect medical information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing medical information is subject to disciplinary action, up to and including termination of employment.

If you have questions or concerns about life-threatening illnesses, you should contact the Safety Department for information and referral to appropriate services and resources.

8.5 Weapons

Policy

AMS prohibits all persons who enter Company properties and jobsites from carrying a handgun, firearm, knife, or other prohibited weapon of any kind regardless of whether the person is licensed to carry the weapon or not. The only exception to this policy will be police officers, security guards or other persons who have been given written consent by AMS or who otherwise have authority to carry a weapon on the property.

Any employee disregarding this policy will be subject to immediate termination and, if appropriate, the local police will be notified.

8.6 Fire Prevention

Policy

It is essential that all employees understand the fire prevention policy, including:

- Know the location of the fire extinguisher(s) in the area, and make sure the area is kept clear at all times.
- Notify the manager or supervisor if an extinguisher is used or if the seal is broken.
- Make sure all flammable liquids are stored in approved and appropriately labeled safety cans and are not exposed to any ignition source.
- Inspect fire extinguishers monthly to be sure service is up to date and extinguisher is charged.

8.7 Corporate Security

Policy

It is AMS's policy to provide a safe and secure workplace for employees, and to ensure protection of its products, assets, property and confidential information.

Procedure

Each facility is responsible for implementing, monitoring and verifying compliance of the security programs.

Employees must share in this responsibility by taking appropriate measures to prevent willful actions that may result in personal injury, property damage or loss. All incidents should be reported to the supervisor immediately.

The specific security procedures for each site are addressed during new hire orientation.

Asset Protection

To protect Company assets and facilitate the secure movement of Company property, security measures may take the form of electronic controls, alarm systems, and security systems.

Investigations

The local management and the Safety Department are responsible for conducting prompt investigations of allegations of theft, fraud, embezzlement, unauthorized disclosure of Company proprietary information, or other incidents of concern. Investigations are kept confidential, to the extent possible.

Audits

Local management and the Safety Department will conduct periodic security audits and vulnerability surveys on all department activities. Results of these surveys will be reported, along with the recommended corrective action, to senior management.

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Reporting

Employees must report violations of Company security procedures to their manager, foreman or supervisor, and the Safety Department. Such reports should then be forwarded to the Management.

Serious incidents of wrongdoing or loss should be reported immediately to the Safety Department. The following are examples of serious incidents:

- Injury to an employee, visitor, customer or other person on any Company premises;
- Incidents that involve media attention;
- Incidents with a financial impact; and
- Incidents involving governmental agencies.

8.8 Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using Company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Please notify the supervisor if any equipment, machinery, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of Company owned equipment or vehicles, as well as excessive or avoidable traffic and parking violations, will result in disciplinary action that may include termination of employment. All parking and traffic violations are the responsibility of the employee, including payment of fines and the effects on the employee's motor vehicle record.

Employees who use Company vehicles or motorized equipment are expected to be properly licensed, or achieve certification for their operation (forklift, boomlift, etc.). Supervisors or foremen should forward certificates to the Safety Department for recording in the personnel files.

Use of Advanced Masonry Systems supplies, equipment or vehicles for personal use is prohibited without permission from management.

Layoff

A layoff is considered a release from active employment when the Company initiates it, but for reasons that may be beyond the employee's control. Reasons for layoff include, but are not limited to, the following:

- No work available at the end of a leave of absence (unless the release is precluded by federal or state leave laws);
- End of assignment as an AMS Employee;
- Mutually agreeable reasons; and/or
- Reduction in force.

Layoff Procedure

Except for reductions in force, which may be necessary due to business conditions, a layoff will be discussed and approved jointly by the appropriate manager and the employee's immediate foreman or supervisor.

Procedures for processing time records are the same as those designated for voluntary terminations.

The Company can terminate the employment relationship at will, at any time, with or without cause, for any or no reason and without advance notice. However, if it becomes necessary to restructure operations or reduce the number of employees, the Company will attempt to provide advance notice, if possible, so as to minimize the impact on those affected.

In determining which employees will be subject to a reduction in force, the Company will take into account, among other things, operational requirements, employee performance and skills, and length of service.

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Involuntary Termination

A termination is considered involuntary when it is initiated and decided by AMS management. Reasons for involuntary termination may include, but are not limited to, the following:

- Misconduct;
- Fraud;
- Insubordination;
- Failure to abide by Company policies or procedures;
- Unsafe work practices;
- Absenteeism/Tardiness;
- Poor work performance; or
- Any other valid reason as determined solely by AMS Management.

Eligibility for Rehire

An employee who is impacted by a reduction in force or who resigns voluntarily with at least two (2) weeks notice may be designated eligible for rehire. Failure to give two (2) weeks notice may result in ineligibility for rehire unless a shorter notice is approved by the employee's supervisor, or by the Human Resources Department.

Employees who are involuntarily discharged for misconduct, insubordination, excessive absenteeism, failure to abide by Company policy, unsatisfactory performance, or other reasons may be designated as ineligible for rehire.

Insurance Conversion Privileges

Employees who were enrolled in the health insurance plan as active employees will be provided with a COBRA Notice Form. Upon termination for any reason, employees and their dependents enrolled in AMS's health insurance plans will be eligible to extend that insurance under terms of the COBRA law.

The Human Resources Department will provide specific information and forms for this purpose to qualified individuals and is available to answer any questions you may have. For more information, you may also refer to Section 7.2 COBRA.

8.9 Personal Vehicle Use

Advanced Masonry Systems generally does not permit employees to use their personal vehicles for Company business.

8.10 Personal Property

Advanced Masonry Systems cannot be responsible for personal property that is lost, damaged or stolen. If you bring personal property/items/belongings into the office or onto Company property, you are responsible to keep track of them.

If you bring personal property onto the Company premises, you need to understand that it will not be covered under the Company's insurance and it may not be covered under your homeowner's coverage.

Also Advanced Masonry Systems prohibits any items on the premises or worksite that are sexually suggestive, offensive, or demeaning to specific individuals or groups, along with firearms or other weapons. Employees should understand that all personal property brought onto the employer's premises may be inspected for purposes of enforcing the organization's policies and to protect against theft.

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9.1 Resignations and Terminations

Policy

AMS's policy states that employment is by the mutual consent of the employee and the Company. Accordingly, either the employee or the Company can terminate the employment relationship at will, at any time, with or without cause, for any or no reason and without advance notice.

Definition of Voluntary Termination

A termination is considered voluntary when:

- An employee gives notice of his/her intent to resign from the Company.
- An employee does not return to work following an approved leave of absence or fails to contact their manager, foreman, supervisor, or the Human Resources Department.
- An employee is absent from work for three (3) consecutive working days without properly notifying his/her immediate supervisor.
- Failure to pass any drug screen required by AMS.

Procedure

Employees who plan to resign are encouraged to notify the Company of their intent in writing, either by a signed letter or by using a Notice of Resignation Form. This form or letter should be submitted to the immediate manager, foremen or supervisor at least two (2) weeks prior to the effective date of the resignation in order to allow sufficient time for processing the necessary paperwork. However, either the employee or the Company can terminate the employment relationship at will, at any time, with or without cause, for any or no reason and without advance notice.

The effective date of a voluntary termination is the employee's last work day. This day may not be a Saturday or Sunday unless the employee regularly works those days, and it may not be taken as a vacation day.

Nothing in this procedure prohibits AMS from removing a resigning employee from the job before the indicated termination date.

9.2 Return of Company Property

Policy

Advanced Masonry Systems may provide you property, materials or written information to help you do your job. You are responsible for protecting and controlling any Company property in your possession and you must return the property when directed.

All AMS property issued to employees must be immediately returned to AMS at the time of employment termination or layoff. It is the supervisor's responsibility to ensure that these materials are collected.

Employees will be responsible for any lost or damaged items, or items which are otherwise not returned. The value of any such property may be deducted from your regular or final paycheck to cover the cost.

AMS may also exercise other remedies within the law to get back our property.

9.3 Former Employees

Policy

Depending on the circumstances, AMS may consider a former employee for re-employment. Such applicants are subject to AMS's usual pre-employment procedures. To be considered for re-employment, an applicant must have been in good standing at the time of their termination of employment with AMS. See Section 9.1 Eligibility for Rehire.

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9.4 Release of Personnel Data

Policy

AMS will maintain as confidential all employee personnel records. Reasonable steps will be taken by the Human Resources Department to ensure that only authorized personnel within and outside the Company obtain active or inactive employee records.

Procedure

Requests for employment verification or requests for other information contained in employee personnel files should not be answered directly by managers. Examples of these requests include, but are not limited to:

- Financial information;
- Medical information;
- Performance records;
- Eligibility for rehire; and
- Other personal information.

Any third party requests for information pertaining to present or former employees must be referred to the Human Resources Department for response, and must be in writing by the requesting party.

The Human Resources Department will divulge only the individual's date of hire, date of termination (if applicable) and the last position held.

Payroll information will be released only with express, written authorization of the present or former employee, except when subpoenaed. Information regarding the employee's overall performance or eligibility for rehire will generally not be released unless an exception is determined by an officer of the Company.

Requests for employment verification for information from State or Federal governmental agencies such as the Internal Revenue Service, Equal Employment Opportunity Commission, Department of Fair Employment and Housing, and/or Social Security Administration, should be immediately referred to the Human Resources Department for response.

Under no circumstances are employees, other than those authorized by the Human Resources Department, allowed to disclose employment or personal information about current or former AMS employees. Should this occur, disciplinary action may be taken, up to and including termination.

10.1 Communications

Policy

Successful working conditions and relationships depend upon successful communication. Not only do employees need to stay aware of changes in procedures, policies and general information, employees also need to communicate their ideas, suggestions, personal goals or problems as they affect their work.

In addition to the exchanges of information and expressions of ideas and attitudes that occur daily, it is important that employees are aware of and utilize all AMS methods of communication, including this Employee Handbook and the Employee Safe Practices Handbook.

Employees will receive AMS Employee Handbooks and various booklets from insurance providers. Employees should become familiar with Advanced Masonry System's rules and expectations, their job responsibilities and benefit options offered. The Human Resources Department is available to clarify any questions regarding this information.

AMS encourages employees to discuss any issue they may have with a co-worker directly. If a resolution is not reached, employees should arrange a meeting with their manager, supervisor or foreman to discuss any concern, problem, or issue that arises during the course of the employment.

10.2 Company and Department Meetings

Policy

Employees notified of mandatory meetings must attend to remain in good standing with the Company. If a Company meeting is conducted outside of normal working hours, non-exempt employees will be paid in accordance with the Fair Labor Standards Act.

10.3 Suggestions

Policy

All suggestions are valued. When a suggestion from an employee has particular merit, AMS provides special recognition to the individual(s) who had the idea.

Procedure

All employees are encouraged to present ideas and suggestions that may increase safety, enhance job performance, improve efficiency, reduce cost, etc. Management will consider such suggestions and appropriate rewards that may be available based on the resultant benefits and practicality of the suggestion.

ADVANCED MASONRY SYSTEMS
EMPLOYEE HANDBOOK

11.1 Leaves of Absence

Policy

AMS offers two types of leaves - paid and unpaid, and observes all state and federal employment laws regarding leaves of absence. Time off may be granted to eligible employees, according to the respective policies.

Failure to return to work as scheduled from an approved leave of absence, or to inform the manager or supervisor of an acceptable reason for not returning as scheduled, will be considered a voluntary resignation of employment.

Procedure

All requests for leaves of absence shall be submitted in writing to the manager or supervisor.

Refer to policy 11.7 in this section of the handbook for insurance continuation.

11.2 Jury Duty

Policy

It is your civic duty as a citizen to report for jury duty whenever called. If employees are called for jury duty, they must notify their manager or supervisor within forty-eight (48) hours of receipt of the jury summons. Employees who are required under subpoena to serve as a witness, or who receive a juror summons, will be excused from work without pay for the required period. Supervisors may ask to see the subpoena.

Procedure

A statement of Court participation must be provided to the manager or supervisor following completion of the jury or civic duty.

11.3 Family and Medical Leave of Absence

Policy

In compliance with the Family and Medical Leave Act (FMLA), family and medical leave is available to eligible employees for:

- The birth of the employee's child;
- The adoption of a child by the employee;
- The placement of a foster child;
- The care of a parent, spouse or child with a serious health condition; and
- The care or treatment of an employee's serious health condition which otherwise prevents the employee from performing the functions of their job.

AMS will not discriminate against employees as a result of the approved use of family care or medical leave, or a proper request for such leave. Requests for family care and medical leave will be considered without regard to age, gender, color, race, creed, national origin, religion, sexual preference, disability, marital status, or any other legally protected class in accordance with the requirements of all federal, state, and local laws.

In general, a leave of absence is an official authorization to be absent from work without pay for a specified period. Eligible employees may be entitled to job-protected family or medical leaves of absence if they are unable to come to work due to pressing family or medical concerns as described within this Family Medical Leave of Absence Policy, which shall be administered in accordance with applicable state and federal laws as follows:

ADVANCED MASONRY SYSTEMS
EMPLOYEE HANDBOOK

Eligibility

Employees are eligible if they have been actively employed by AMS for at least twelve (12) months and have worked at least 1,250 hours during the preceding twelve (12) month period. Thus, the twelve (12) month period "rolls back" from the date of leave to the prior twelve (12) month period.

Procedure

Employees may request one (1) or more family care or medical leaves. However, the total amount of leave taken cannot exceed twelve (12) workweeks in any twelve (12) month period.

Employees may request an intermittent leave or reduced schedule leave to care for a seriously ill family member, or if the employee has a serious health condition that warrants such a request. AMS may require the employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave due to foreseeable medical treatment.

The employee must complete a Request for Family and Medical Leave of Absence Form. This form must be completed in detail, submitted to the supervisor for proper approvals, and forwarded to the Human Resources Department. If possible, the form should be submitted thirty (30) days, or as soon as practicable, before the effective date.

In appropriate circumstances, it may be required that a Company-designated physician, at AMS's expense, examines employees who take a medical leave for their own serious health condition.

Certification may be required in certain cases. In order to take FMLA leave due to a Serious Health Condition, an employee is required to provide AMS with a medical certification form completed by the health care provider of the employee or his/her family member, as the case may be, within 15 calendar days of AMS's request, unless not practicable under the circumstances despite the employee's diligent, good faith efforts. An employee must cooperate in authorizing his/her health care provider to provide clarification of any information provided on the medical certification form. If requested by AMS, an employee also must cooperate in providing a second certification by a health care provider designated by AMS at AMS's expense.

AMS also may require that an employee submit recertification(s) on a periodic basis. An employee who takes FMLA leave because of a Serious Health Condition may be asked to provide a fitness-for-duty medical certification before returning to work. When the leave involves a qualifying family member, employees also are required to provide reasonable documentation to confirm the family relationship. Failure to comply with these certification requirements will result in the delay, denial or termination of FMLA leave.

The certification must include:

- The date on which the serious health condition occurred;
- The probable duration of the condition;
- An estimate of the amount of time the employee needs to be off work to care for the family member or for their own health condition;
- Whether it will be necessary for the employee to take leave intermittently or to work on a reduced leave schedule basis; and
- Confirmation that the nature of the condition warrants the employee to be away from work to care for them self or their dependent.

To assist AMS in arranging work assignments during the absence, employees must provide their managers with at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption, or foster care, or planned medical treatment for a serious health condition. If 30 days notice is not practicable, such as because of a lack of knowledge of when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. When planning medical treatment, the employee must consult with the employer and make a reasonable effort to schedule the leave so as not to disrupt unduly the employer's operations.

AMS employees requesting leave must also provide AMS with an indication (to the extent known) of their expected return date. AMS requires employees on FMLA leave to report periodically on the employee's status and intent to return to work and to provide AMS with reasonable notice of their return date. Failure to do so may delay an employee's return date.

Absence rights available to employees under other sections of this policy shall be counted toward the total time off available under this section.

Key Employees: An exempt employee who is one of the 10% highest paid employees in the Company may be eligible for a leave, but AMS may deny restoration of that employee's position at the end of the leave period.

For purposes of this policy, a child is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or who is 18 years of age or older and incapable of self-care because of a mental or physical disability.

A parent means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care

ADVANCED MASONRY SYSTEMS
EMPLOYEE HANDBOOK

provider. It generally includes a period of incapacity due to pregnancy, prenatal care, a chronic health condition, a permanent or long-term health condition, or restorative or preventative treatment.

A Family Care Leave that relates to the birth or adoption of a child must be completed within twelve (12) months of the birth or adoption.

Employees may use any available vacation time, during their family care or medical leave.

Note: While on a leave of absence provided for under this policy, AMS will continue the employee's group health insurance benefits under the same terms as provided to other employees, for up to a maximum of twelve (12) weeks leave during any one (1) year period. If an employee's leave extends beyond twelve (12) weeks, and they were enrolled in the Company's health insurance plan, they shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules. Employees are responsible for making sure the Company receives their portion of the insurance premium payments by the customary payroll deadlines.

If an employee chooses not to return to work after an unpaid leave of absence, the Company, at its sole discretion, may recover from the employee the cost of any payments made to maintain the employee's insurance, unless the failure to return is because of a serious health condition or other circumstances beyond the employee's control.

If additional family care or medical leave is required, employees must, prior to expiration of the current family care or medical leave, submit additional certification to AMS.

Reinstatement

Upon completion of a leave granted under this section, an employee shall be restored to the position of employment held by the employee when the leave commenced, if available, or to an equivalent position for which the employee is qualified. However, an employee has no greater rights to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Employees returning from a medical leave must provide medical verification of the employee's ability to perform the essential job functions. If, due to their own medical circumstances, employees are no longer able to perform their original job, AMS will attempt to transfer employees to alternate suitable work, if available.

Reinstatement guidelines do not affect "Key Employees", as defined by the law.

Questions about this policy or eligibility for FMLA leave should be directed to the Human Resources Department.

11.4 Military Leave of Absence

Policy

Advanced Masonry Systems will grant a military leave of absence if you are absent from work because you are serving in the U.S. uniformed services in accordance with the applicable requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA). You must give your supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

You will not be paid for military leave. However, you may use any available accrued paid time off, such as vacation or sick leave, to help pay for the leave.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which you are otherwise eligible.

If you are on military leave for up to 30 days, you must return to work on the first regularly scheduled work period after your service ends (allowing for reasonable travel time). If you are on military leave for more than 30 days, you must apply for reinstatement in accordance with USERRA and applicable state laws.

When you return from military leave (depending on the length of your military service in accordance with USERRA), you may be placed either in the position you would have attained if you had stayed continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, you will be treated as if you had been continuously employed.

Procedure

Appropriate Military Leave of Absence will be granted as provided by state and federal laws. Employees who qualify for military leave will be eligible for re-employment after completing military service, providing that:

- Employees show their Orders to their manager or supervisor as soon as received or as soon as otherwise possible;
- Employees satisfactorily complete their active duty service (e.g. employee has not been separated from service with a disqualifying discharge or under other than honorable conditions);
- Employees enter the military service directly from their employment with AMS; and
- Employees must timely apply and be available for re-employment after discharge from military service in accordance with the time limitations expressed in USERRA and state law.

If you have questions about military leave, contact the Human Resources Department for more information.

ADVANCED MASONRY SYSTEMS
EMPLOYEE HANDBOOK

11.5 Florida Domestic Violence Leave

It is the policy of Advanced Masonry Systems to comply with the Florida Domestic Violence Leave Policy of 2007.

11.6 Accepting Other Employment or Going Into Business

If an employee accepts any employment or goes into business while on a leave of absence from AMS, they will be considered to have voluntarily resigned from employment with AMS as of the day they began their leave of absence.

11.7 Insurance Continuation/Premium Payment

As stated in the FMLA policy (Section 11.3), under federal law, eligible employees are qualified to receive twelve (12) weeks of health insurance continuation per year for Family/Medical Leave.

Policy

AMS will continue to pay its share of insurance premiums for employee coverage and dependent coverage for a maximum of the twelve (12) week period while employees are on a leave of absence under terms of the FMLA. The employee on leave must pay all employee contribution premiums to continue coverage.

If an employee elects not to return to work, the employee will be required to reimburse the Company for the cost of the premiums paid by the Company during the leave, unless the employee cannot return to work due to a serious health condition or circumstances beyond employee's control.

Note: While on any other type of unpaid leave of absence from AMS, employees will be responsible for paying the total premiums for their coverage and that of their dependents.

Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow the employee's coverage to be reinstated.

Employees should consult with the Payroll Department to set up a payment schedule.

12.1 Business Travel Expenses

Policy

AMS may reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal-work locations. When approved, the actual cost of travel, meals, and lodging will be reimbursed. The Company may reimburse other expenses directly related to accomplishing business travel objectives. Employees are expected to limit expenses to authorized amounts.

Employees involved in an accident while traveling on business must immediately report the incident to their supervisor. Vehicles owned, leased, or rented by the Company may not be used for personal use without prior written approval from AMS.

When travel is completed, employees should submit completed travel expense reports for approval by their supervisors within seven (7) days. Receipts for all individual expenses must accompany reports. Approved expense reports should be sent to the Accounting Department for payment.

Employees should contact the Human Resources Department for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

All employees are required to fly coach. Employees are asked to take advantage of airline discounts when making reservations in advance.

Regarding hotel reservations, employees should stay in a standard single or double room. If meetings need to be held in a room for a business related reason, approval should be received from the President to upgrade to a larger room. In making hotel reservations for conventions, employees are required to take advantage of the hotel's discounted rates.

Abuse of the business travel policy, including falsifying expense reports to reflect costs not incurred by the employee, will be grounds for disciplinary action, up to and including termination of employment.

Employees who use their personal vehicle for approved business purposes (with certain exceptions) will receive a predetermined allowance. The allowance is to compensate for the cost of gasoline, oil, depreciation, and insurance. The allowance shall be considered total compensation to the employee for all gasoline mileage, wear and tear, and insurance cost associated with the business use of the vehicle. In addition, employees driving on Company business may claim reimbursement for parking fees and tolls actually incurred. Employees driving Company vehicles may charge or claim reimbursement for gasoline and other expenses directly incurred for business purposes.

Employees renting vehicles must purchase the "Collision Damage Waiver" at the rental counter. AMS will not reimburse employees for other insurance products sold by rental companies.

ADVANCED MASONRY SYSTEMS
EMPLOYEE HANDBOOK

13.1 Acknowledgments and Agreements

Policy

All employees are required to sign an acknowledgment confirming that they:

- Acknowledge their Employment At Will status;
- Have read and/or will read the AMS Employee Handbook and agree to abide by it;
- Have read and/or will read the Confidentiality Information statement and agree to abide by it; and
- Have read and/or will read, will understand, and will abide by the Prohibited Discrimination and Harassment policy. See Section 2-7

Employee Handbook

I hereby acknowledge that I have received a copy of the AMS Employee Handbook and will read it or have it read to me. If I have any questions regarding this Handbook, I understand that it is my responsibility to ask my supervisor or the Human Resources Department about them. I also understand that any provisions of this Handbook may be amended or revised at any time by the Company. I further understand that the Handbook is not a guarantee of any specific policies, procedures, rules, or length of employment. Finally, I agree to obey all of the policies contained in the Handbook.

Employee's Printed Name

Employee's Signature

Date

Witness:

Witness Printed Name

Witness Signature

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Employee's Printed Name

Employee's Signature

Date

Witness:

Witness Printed Name

Witness Signature

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 29

MANAGEMENTS TEAM COMMITMENT AND INVOLVEMENT POLICY STATEMENT

It is Advanced Masonry Systems policy to provide our employees a safe workplace. The prevention of injuries and illness to all employees is a major focus during. We recognize that every employee, both hourly and salaried, has a responsibility for safety, but also that the prime responsibility rests with management. A safety program by itself will not eliminate accidents. It takes a management team committed to the principles of accident prevention, which must then be backed by action.

It is the policy of Advanced Masonry Systems that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe condition to their supervisors.

Employee recommendations to improve safety and health conditions will be given thorough consideration by our management team. Management will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, management will take disciplinary action against an employee who willfully or repeatedly violates workplace safety rules. This action includes verbal or written reprimands and may ultimately result in termination of employment.

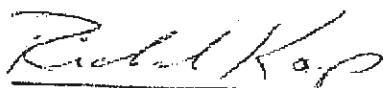
The primary responsibility for the coordination, implementation, and maintenance of our workplace safety program has been assigned to:

Aleksey Feliz, Project Safety Director 1-941-993-7065

Senior management will be actively involved with employees in establishing and maintaining an effective safety program. Our Safety Director, myself and other members of our management team will participate in ongoing safety and health program activities, which include:

- Promoting Safety participation
- Providing safety and training, as needed for all levels
- Funding safety incentive programs, when appropriate
- Reviewing and updating workplace safety rules.

This policy statement serves to express management's commitment to and involvement in providing our employees a safe and helpful workplace. We intend to comply fully with all Federal, State and local safety laws. This workplace safety program will be incorporated as the standard of practice of the organization. Compliance with safety rules will be required of all employees as a condition of employment.


Richard Karp, President

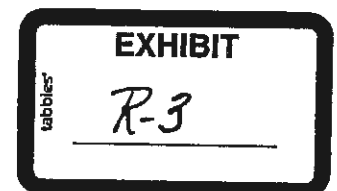




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SAFETY AND INJURY PREVENTION PROGRAM

The object of Advanced Masonry Systems safety program is the prevention of injuries and accidental loss, a responsibility every team member must share. The safety and welfare of each of Advanced Masonry Systems employees requires constant effort on the part of everyone concerned. This effort will be guided and coordinated by the program outlined herein.

To be successful a safety and injury prevention program must develop a strong safety attitude on the part of everyone, the workers as well as management. Good safety attitudes are developed through:

- a. Safety orientation (AHA) when employees first report for work.
- b. Weekly safety meetings
- c. On the job instruction and ongoing training.
- d. Discussion of job hazards and the proper use of safeguards.
- e. Enforcing the proper use of protective equipment.
- f. Individual contacts and observations.
- g. Enlisting the cooperation of employees in developing safe work procedures.

All employees can contribute to good safety attitudes by:

- a. Obeying the established safety rules and regulations.
- b. Properly wearing the required protective equipment.
- c. Never ordering an employee to work in an unsafe manner just to get the job done.
- d. Participating in training to improve skill level.
- e. Carrying out safety responsibilities with enthusiasm.
- f. Enforcing safety rules and regulations.
- g. Showing a real concern and interest in safety.
- h. Implementing, without delay, corrective and preventive action for job hazards.

ROLES AND RESPONSIBILITIES

It is the policy of Advanced Masonry Systems to make reasonable and necessary provisions for the safety and health of its employees during the hours of their employment and to provide and maintain proper safety throughout its operations.

It is expected that each supervisor will immediately take reasonable steps to resolve any problem or potential problem concerning safety and health of the employee.

The safety program is developed to assure the safest environment possible to help meet this objective. The success of the program depends on each person involved. Roles and responsibilities are established for management, safety coordinator, supervisors and employees.

The basic elements of the program involve the following responsibilities:

TOP MANAGEMENT RESPONSIBILITIES:

- a. Has an established Company Safety Policy.
- b. Holds managers responsible for safety and welfare of all employees.
- c. Assigns responsibility to a Safety Department.
- d. Commits manpower, budgets, materials, equipment and time to safety.
- e. Participates by setting a proper example requiring all employees including management to comply with safety requirements and cooperation with the safety coordinator.

SAFETY AND TRAINING DEPARTMENT RESPONSIBILITIES:

- a. Develops, administers, implements, and enforces the company's safety and training program.
- b. Advises management, foremen and supervisors on relevant regulations and practices concerning safety and training.
- c. Trains management and employees in hazard recognition and control.
- d. Acts as the company's liaison with regulatory agencies and insurance representatives
- e. Maintains the required and necessary records for company needs and compliance with regulations.
- f. Gains and maintains professional expertise by attending training sessions and professional safety meetings.
- g. Regularly inspects all job-sites and corrects or controls any safety hazards.
- h. Develops and distributes a written list of Safety work practices.
- i. Investigates accidents, injuries, and significant near-misses to find the causes and correct or eliminate them.
- j. Provides safety orientation for all workers who are new to the job-site.
- k. Coordinates training sessions in all aspects of Safety, Health and employee skill advancement.
- l. Ensures that all necessary safety equipment is available to employees.
- m. Establishes safety goals and incentive programs in regards to safety.

Field Management Responsibilities:

- a. Establishes and maintains a safe and healthful working environment for the employees.
- b. Assists the safety coordinator in implementation and enforcement of the safety program.
- c. Provides training of employees.
- d. Conducts Weekly Safety Meetings.
- e. Immediately reports all injuries and near-misses to the safety department.
- f. Investigates accidents and prepares necessary reports and assists safety coordinator in accident investigations.
- g. Inspects tools and equipment and arranges for their repair or replacement when needed.
- h. Conducts job-site inspections for possible hazards and promptly corrects them.
- i. Stops unsafe work practices.
- j. Maintains a clean jobsite.
- k. Works closely with the safety coordinator on specific hazardous operations to develop procedures and methods for completing the work safely and efficiently.
- l. Disciplines employees who fail to comply with the company's safety policy.
- m. Assures compliance with the program and all government safety regulations.

Employee Responsibilities:

- a. Learns and observes all safety rules.
- b. Keeps work areas clean and orderly at all times
- c. Learns the safe and proper use of tools and machines used in the work.
- d. Wears the personal protective equipment (PPE) required for the work being performed.
- e. Inspects all tools, machines, and equipment prior to use and notifies foreman if in need of repair.
- f. Reports safety hazards to the foreman immediately.
- g. Attends and participates in all safety meetings and training sessions.
- h. Immediately reports all injuries, emergencies, accidents and near-misses to the foreman.
- i. Assists in accident investigations, as required.
- j. Corrects safety hazards and conditions under their authority.
- k. Submits safety suggestions and ideas to the foreman or safety monitor.
- l. Will not remove protective safeguards or circumvent other protective devices on equipment.
- m. Participates in ongoing company training.

EMPLOYEE SAFETY TRAINING AND ORIENTATION

Employee Training

Safety training properly planned and conducted is essential to a successful safety program. Safety training is primarily the responsibility of the immediate Supervisor and Safety Department. Safety training begins with a safety orientation program when employees first enter the job-site and continues for as long as they are employed in the company. The promotion of safety consciousness and awareness of job hazards must continuously be brought to the mind of employees, both experienced and inexperienced.

The Advanced Masonry System safety program requires that:

- a. Each employee is trained in safe work procedures for each job they may be assigned.
- b. Each employee is made aware of the established safety rules, procedures and policies and that they will comply with them.
- c. Each employee wears the required safety equipment. Each employee is trained on proper use and maintenance of this equipment and signs a receipt for it.
- d. Safety Data Sheets (SDS) be available at all jobsites and that employees are familiar with use of these documents.
- e. Each employee is kept informed of recent accidents relating to their work situation. This will serve to remind them that they must continually be alert.

Training requirements can be accomplished through:

- a. New employee orientation (AHA ORIENTATION)
- b. Basic job training
- d. Weekly Safety meetings
- d. Individual contacts
- e. Safety observations
- f. Employee Safety Records
- f. Proper disciplinary practices and safety violations
- g. Scheduling of timely training opportunities.

New Employee Orientation

All new and re-hired employees participate in a new employee orientation that covers all the Safety Hazards associated with the scope of work. AHA ORIENTATION.

Basic Job Training

Basic job training is the initial instruction of a new or transferred employee in safe job procedures for the work assigned. The supervisor will use established procedures and safety rules for instructing the employee step by step, in the efficient method of job operations.

Individual Contacts

Individual contact is a planned or unplanned training session conducted by the Supervisor or Safety Coordinator with an employee. It may consist of safety rules, safe work procedures, accidents, or observed safe/unsafe work practice.

Weekly Safety Meetings

Generally conducted as a group session for discussing safety policies, procedures, accidents and pertinent safety topics. Housekeeping, safety bulletins, or anything that will add to the employee's safety knowledge may be pursued. A weekly safety meeting with all employees will be held at each jobsite. Individual contacts will be made as necessary.

Safety Observations

Safety observations are used to make sure that safety communications between Supervisors, Safety Coordinator and employees are understood. Safety observations provide one on one contact to correct unsafe behavior, or conversely to commend safe working behavior. It also provides opportunity for re-instruction, verifies safety apparel is being worn, hazards understood and each employee is using safety know-how at all times.

Employee Safety Record

In order for safety training to be performed adequately, a record must be kept and maintained on a current basis. A sign in sheet will be issued at all weekly safety meetings, with a description of what was discussed. Individual contacts may be recorded on the employee's record file.

Accountability and enforcement policy.

AMS has an accountability and enforcement policy in place to assure complete compliance in matters of safety. Disregard for the safety policy is not tolerated. Employees that choose not to comply will be disciplined according to policy.

Training Opportunities

AMS provides ongoing classes and training opportunities for advancement in all levels of skill. Many of these classes will result in certification that will further enhance the employees and their contribution to AMS. AMS also provides and encourages employees to participate in OSHA certified classes.



ADVANCED MASONRY SYSTEMS

5403 Ashton Court • Sarasota, FL 34233

(941) 926-3155 • Fax: (941) 926-4804

WEEKLY SAFETY MEETING
ATTENDANCE RECORD

LOCATION/JOBSITE _____ DATE _____
SUPERVISOR _____ TOPIC _____

SIGNATURE OF EMPLOYEE

Advanced Masonry Systems

ACCOUNTABILITY AND ENFORCEMENT

SAFETY VIOLATION

Enforcement Policy - AMS's enforcement policy will be:

1. **First offense:** Employee will receive a written warning.
2. **Second offense:** Employee will be dismissed for a period of 1 to 3 days without pay.
3. **Third offense:** Employee will be terminated.

Violation _____

Location _____ Supervisor (s) _____

Violators:

Name (Print)	Signature	Date
Name (Print)	Signature	Date
Name (Print)	Signature	Date

Witnesses:

Name (Print)	Signature	Date
Name (Print)	Signature	Date
Name (Print)	Signature	Date

ADVANCED MASONRY SYSTEMS **GENERAL SAFETY POLICY RULES**

It is the **Safety Policy of Advanced Masonry Systems** to recognize and accept its obligation to its employees and customers to maintain safe workplaces. Our combined efforts to provide a safe work environment are the cornerstone of our safety performance.

Every person working for this company is responsible for safety at all times.

GENERAL

- THINK and plan before you do even the most routine task. Identify possible hazards and take precautions. Advise your Supervisor of any hazardous conditions.
- All employees are required to work in a safe manner and follow all safety rules. Failure to do so will result in disciplinary action.
- All employees will attend weekly Safety meetings. Supervisors or a designated employee will conduct this meeting.
- Horseplay, Fighting, Possession of firearms, Gambling, possession or under the influence of or use of Alcohol or illegal drugs are all reason for dismissal.
- Employees must report all injuries and illnesses, damage to machinery or equipment, near-miss incidents, suspected or identified hazards and unsafe conditions in the work place the same day it happens to a safety monitor or foreman.
- Defective power or hand tools will not be used.
- Follow instructions on all signs, posters, or hazard bulletins posted or issued on the job.
- Use tools only for their intended purposes.
- Have safe access to work areas. The safe way is the right way.
- Always have sufficient lighting on stairs, in walkways, basements and other work areas.
- Never remove material that is being used for accident prevention or a safety barrier, such as barricade tape, safety cones or pylons, lockout or tag-out labels unless the potential hazard no longer exists and your supervisor has advised you that it is permissible to do so.
- Each employee is directly responsible for proper care of company property, equipment and vehicles in his or her charge either temporarily or permanently. Such equipment will be used in a safe and proper manner always.
- Inspect all tools and equipment before operation. Be sure all cords and extension cords are not damaged and observe all safety rules regarding use of electricity.
- Save your back, lift with your legs whenever possible. Exercise to warm up before starting work. Lift only what you feel capable of lifting. If necessary, get help.

- Clean up all day; keep your work area neat. No trash, wire, or other items at bottom or top of ladders. Water on concrete is slippery and dangerous – sweep away before going through or avoid standing water.
- No running at anytime, no throwing anything and no walking walls for any reason.
- Do not use AMS Vehicles unless you are assigned by a foreman and have received safety instructions. Wear seat belts at all times in company vehicles.
- Wear hard hats, shirts with sleeves, long pants and steel-toed boots in good condition whenever you are on a job site.

SCAFFOLDS AND LADDERS

- Use ladders for all access above 6'. Ladders must be secured, both top and bottom, to prevent being displaced. The side rails shall extend no less than 36" above the landing. Use a 1' x 4' ratio for vertical placement of ladder.
- Climb ladder using both hands. Tools and equipment will be pulled up with ropes or lifted by forklift.
- No more than one person should ever be on a ladder at a time.
- Stepladders must be used in the open position, not leaning against wall or column.
- Keep scaffolds clear of debris and loose materials.
- All platforms you are working on must be completely decked.
- No hop or jump planks are allowed. – The only exception is one block laid on its side. No blocks are to be used under scaffold frames. Use screw jacks or base plates at all times. If on dirt, always use planks or 3/4" plywood, 12" x 12" under legs.
- Check plank lap – 6" minimum over center of frames and out riggers, 12" maximum at end frames.
- Take bad planks and equipment out of use. Red tag them, remove from job, and immediately send to the shop for repair. Always inspect your planking; discard all boards in bad condition
- Install braces on the front and rear of all scaffold frames. Install "X" braces with the flat side up.

PERSONAL SAFETY AND PROTECTIVE CLOTHING/EQUIPMENT (PPE)

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- Wear hard hats, shirts with sleeves, long pants and boots in good condition whenever you are on a job site.
- Eye protection is required when using any type of power tools such as saws and mixers. Eye protection is required at all times during concrete operations.
- A particulate respirator must be used when performing tasks that generate dust within the area. See Respiratory Protection Program for complete details.
- If a respirator is required, workers will be medically approved to use, fit tested and trained in their use, care and cleaning.
- Hearing protection is needed when decibel levels are over 95.
- Wear a full body harness with a shock-absorbing lanyard or retractor in all elevated areas not protected by guardrails. Never connect two lanyards or a retractor and a lanyard to each other.
- Employees are required to wear High Visibility Vests or High Visibility shirts with sleeves.
- Employees are required to use personal protective equipment as assigned and instructed.
- Never purposely alter or change personal protective equipment from the original condition.
- Report any malfunctions or deficiencies in personal protective equipment to a supervisor immediately.

EQUIPMENT OPERATION AND MOTOR VEHICLES

- Only authorized persons are allowed to operate equipment. Unauthorized use of equipment is cause for dismissal.
- Operators will not allow anyone to ride on equipment unless seats are provided for that purpose.
- Operators are required to use seat belts when provided.
- No one will climb on or about equipment while it is in motion.
- Do not work within 6' of uncapped rebar. Do not remove caps until that last course of blocks are laid above the bars or are covered with concrete. When above the rebar, use the non-impalement caps.
- Standing or sitting on the running board, fender, hood, headache rack, or on a load is prohibited.

FIRST AID AND MEDICAL TREATMENT

- Employees must report any injury or illness, despite the severity or magnitude, to an immediate supervisor.
- Only trained and authorized personnel will attempt to provide first aid or CPR to anyone.
- First aid kits and the supplies in them are intended to be used for self treatment whenever possible. If medical attention is needed, or necessary, it will be provided. First Aid kits are kept at all job sites.

HAZARDOUS MATERIALS

- Never use gasoline for cleaning purposes.
- Safety Data Sheets (SDS) are maintained at job sites. These documents are available.
- Do not smoke when working with a flammable liquid.
- Store all flammables in properly labeled container.

BARRICADES AND GUARDRAILS

- Barricades/guardrails are needed for excavations, at floor and roof edges, around overhead work and similar areas.
- Hole covers or barricades must protect all floor openings and they should be in two languages. Guardrails, Mid-rails and Toe Boards are to be used on all elevated levels above 6' or greater.
- Guardrails must be placed on the inside of posts and secure at all times.

ACCIDENT INVESTIGATION

The objective of AMS's safety program is to prevent accidents and injuries. We are not always successful. When an accident occurs, the best preventive measure to a future reoccurrence is a thorough accident investigation.

Definition

Fatal injury - an occupational injury, which results in the death of an employee.

Lost workday injury - an occupational injury, because of its seriousness, prevents the employee from performing an established job position.

Medical treatment injury - an occupational injury requiring treatment by a doctor or nurse whereby the employee is able to return to normal work duties.

Modified work injury - an occupational injury whereby the employee performs other work duties commensurate with disability and until full injury rehabilitation is achieved.

General Policy

Employees shall be required to report all injuries to their Supervisor. Serious injuries shall receive immediate attention by qualified medical personnel. The family of an employee who is fatally injured, ill, or injured to the extent that they must be retained in the hospital beyond the end of the work shift, shall be notified promptly by the Safety Director. Top management will be notified of all injuries and incidents.

Accident Investigations

All fatal, lost workday and serious accidents and catastrophes shall be thoroughly investigated promptly, or as circumstances permit. The scene of the accident will be isolated until a thorough investigation can be conducted. The supervisor will submit a written report identifying causes and recommendations for preventing recurrence. The injured employee will be spoken to if possible. All witnesses that may have seen or heard something relevant to the investigation will also be spoken to. The investigative form should be completed within 24 hours of the incident or accident.

Fatality

In the event of a fatality or serious accident, top management must be notified immediately. Additionally, OSHA regulations require all fatalities or injuries requiring the hospitalization of three or more workers, be reported to the nearest area office within eight (8) hours.

PRINCIPLES OF ACCIDENT INVESTIGATION

All workplace accidents can't be eliminated, accidents will occur. An accident is an unintended occurrence that caused or could have caused personal injury, or material damage, i.e. Falling on the floor, a hand touching a hot surface, an employee dropping a box of materials that they are carrying, a cart being used to transport materials striking a suddenly open door. These also include the so-called "near miss" - those incidents where no one is hurt and nothing is damaged.

The elements of a thorough investigation are:

1. **Description of Accident** – Speak to injured employee if possible and talk to all witnesses that may have seen or heard something.
2. **Cause of the Accident** – Avoid looking for blame. Look for failure(s) in the safety system and how to prevent future accidents. Failures to look for include: unsafe conditions, unsafe acts, unsafe procedures, failure to follow directions, lack of training, etc.
3. **Corrective Action** – Once the proper corrective action has been identified and implemented, it must be communicated to all potentially affected employees.

Four other terms should also be clarified:

1. An **injury** the result of an accident - a cut foot, -a broken arm, and a burned hand. It is not the accident itself.
2. The **Primary Cause** is the condition or act that caused the accident - liquid spilled on the floor, a hot pan sitting on a stove or counter, a broken step, etc.
3. **Secondary Causes** are those other acts or conditions that contributed to the accident. These would include the reason the spill on the floor had not been cleaned up, why a hot pan had been left sitting on the counter, etc. Often it may be difficult to separate the primary from the secondary causes. Don't let this hinder an accident investigation; the important thing is to detect and correct all of them.
4. **Other causes** are conditions that could cause similar accidents but has no effect on the particular accident being investigated.

Why Investigate? Simply to prevent an accident in the future. Nearly every accident offers you the possibility of preventing another accident sometime in the future. Examine each accident as soon as possible, find the cause, and correct the situation. On the average, 330 accidents of the same type will produce: no injury in 300 incidents, minor injury in 29 incidents, and one major injury. These statistics, however, fail to show which particular instance will produce the serious injury. Therefore, all accidents must be investigated and identified causes corrected to reduce the accident potential.

The next question is "who investigates?" The immediate Supervisor or Safety Monitor is the logical person to investigate accidents within their area of responsibility. The supervisor or monitor is best equipped to investigate the accident because they should know the individuals working for them, their behavior patterns, attitudes, jobs, and the hazards involved. This does not mean the supervisor must stand-alone with this responsibility. Company's management shares with the supervisor and employee the responsibility for everyone's safety. Other sources of assistance are also available in many cases where needed.

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When is the proper time to investigate an accident? As soon as possible! The accident investigation should begin when an accident has occurred. Physical evidence usually starts to disappear almost at once. Clean-up crews will move things away and erase important details. Witnesses may leave the scene. Other shifts come on the job and soon many clues are gone.

The critical thing is to start your investigation while all the facts are present.

The accident review board needs to know what to look for. For instance, a cart spills a load of material. Did the cart strike an object on the floor, a hole in the floor? Was the cart in good condition with no defective parts, or so overloaded that it was unstable? An affirmative answer to any of these questions would help to narrow the investigation. People, on the other hand, can be more difficult to handle because the manner in which they are approached will often determine the amount of information the investigator is going to receive. The investigator must be both impartial and impersonal. Trying to fix blame or find someone to blame it on or giving this impression will accomplish nothing.

To successfully complete an accident investigation the accident review board should fully answer the six key accident investigation questions:

WHO:

- Who was injured?
- Who saw the accident?
- Who was working with the individual?
- Who had instructed/assigned the individual?
- Who else was involved?
- Who else can help prevent recurrence?

WHAT:

- What was the accident?
- What was the injury?
- What was the individual doing?
- What had the individual been told to do?
- What tools was the individual using?
- What machine was involved?
- What operations was the individual performing?
- What instructions had the individual been given?
- What specific precautions were necessary?
- What specific precautions were given?
- What protective equipment should have been used?
- What protective equipment was used?
- What have other persons done that contributed to the accident?
- What problem or question did the individual encounter?
- What did the individual or witness do when the accident occurred?
- What extenuating circumstances were involved?
- What did the individual witness or see?
- What will be done to prevent reoccurrence?
- What safety rules were violated?
- What new rules are needed?

WHEN:

- When did the accident occur?
- When did the individual start on the job?
- When was the individual assigned to the job?
- When were the hazards pointed out to the individual?
- When had the supervisor last checked on the job progress?
- When did the individual first sense something was wrong?

WHY:

- Why was the individual injured?
- Why did the individual do what he did?
- Why did the other person do what they did?
- Why wasn't protective equipment used?
- Why weren't specific instructions given to the individual?
- Why was he individual in that position?
- Why was the individual using that machine or those tools?
- Why didn't the individual check with the supervisor when the individual noted things weren't as they should be?
- Why did the individual continue working under the circumstances?
- Why wasn't the supervisor there at the time?

WHERE:

- Where did the accident occur?
- Where was the individual at the time?
- Where was the supervisor at the time?
- Where were fellow workers at the time?
- Where were the witnesses when the accident occurred?
- Where was the safety equipment?

HOW

- How were they injured?
- How could have the individual avoided it?
- How could fellow workers have avoided it?
- How could the supervisor have prevented it?

INVESTIGATION PROCEDURE

For all injuries requiring medical treatment, the formal "First Report of Injury or Illness" form DWC-1, will be submitted. For all injuries an Injury Investigation Summary will also be submitted and should contain the following information:

Name of injured employee, occupation, date and time of accident, nature and extent of injury, home address, company and job service.

Description of accident explaining what injured person was doing, where working and what occurred.

Unsafe actions by the injured person or other people. Unsafe conditions that may or may not have contributed to the accident.

Management's plan to prevent recurrence. State management individual responsible for carrying out recommendations and provide deadline for completion.

Copies of the report must be sent to all management individuals concerned.

For near miss accidents and injury, the following Injury Investigation Summary will be completely filled out. Management will follow up with corrective actions after review.

Advanced Masonry Systems Injury Investigation Summary

AME of INJURED		AGE	SEX <input type="checkbox"/> M <input type="checkbox"/> F	PHONE	DATE/TIME of INJURY
HOME ADDRESS		JOBSITE AND ADDRESS		OCCUPATION at TIME of INJURY	
LENGTH of EMPLOYMENT <input type="checkbox"/> Less than 1 mo. <input type="checkbox"/> 6 mo. To 5 Yrs. <input type="checkbox"/> 1-5 mos. <input type="checkbox"/> More than 5 Yrs.		TIME in OCCUP. at TIME of ACCIDENT <input type="checkbox"/> Less than 1 mo. <input type="checkbox"/> 6 mo. To 5 Yrs. <input type="checkbox"/> 1-5 mos. <input type="checkbox"/> More than 5 Yrs.		FOREMAN	
WITNESSES TO INJURY				NATURE of INJURY and PART of BODY	
NAME and ADDRESS of PHYSICIAN		SEVERITY of INJURY <input type="checkbox"/> First Aid <input type="checkbox"/> Days of restricted activity <input type="checkbox"/> Days away from work <input type="checkbox"/> Medical treatment <input type="checkbox"/> Other, specify _____ <input type="checkbox"/> Fatality			
NAME and ADDRESS of HOSPITAL		PHASE of EMPLOYEE'S WORKDAY at TIME of INJURY <input type="checkbox"/> During rest period <input type="checkbox"/> Entering or leaving jobsite <input type="checkbox"/> During meal period <input type="checkbox"/> Performing work duties <input type="checkbox"/> Working overtime <input type="checkbox"/> Other, specify _____ ON Jobsite? <input type="checkbox"/> Yes <input type="checkbox"/> No			
INITIAL TREATMENT		DESCRIBE HOW the INJURY OCCURRED: _____ _____ _____ _____			
INJURY SEQUENCE. Describe in reverse order of occurrence events preceding the injury and accident. Starting with the injury and moving backward in time, reconstruct the sequence of events that led to the injury. A. Injury Event _____ B. Incident Event _____ C. Preceding Event # 1 _____ D. Preceding Event #2, #3 _____					
WAS PERSONAL PROTECTIVE EQUIPMENT REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No WAS IT PROVIDED? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain _____					
SAFETY TRAINING PROVIDED TO THE INJURED? <input type="checkbox"/> Yes <input type="checkbox"/> No . If NO, PLEASE EXPLAIN _____					

TASK and ACTIVITY at TIME of ACCIDENT

- A. General type of task _____
- B. Specific activity _____
- C. Employee was working :
- ☐ Alone ☐ With crew or fellow worker
- ☐ Other, specify _____

PHYSICAL POSTURE of EMPLOYEE

SUPERVISION at TIME of ACCIDENT

- ☐ Directly supervised ☐ Not supervised
- ☐ Indirectly supervised

SUPERVISOR NAME _____

CAUSAL FACTORS. Events and conditions that contributed to the accident.

CORRECTIVE ACTIONS. Those that have been, or will be, taken to prevent recurrence

PREPARED BY _____

TITLE _____

DEPARTMENT _____

APPROVED _____

TITLE _____ DATE _____

APPROVED _____

TITLE _____ DATE _____

Addendums:

WEEKLY SAFETY INSPECTIONS

Unsafe conditions are continually being created by the work of people and machines. Unless corrective steps are taken to detect and eliminate such conditions, they will increase in number and inevitably result in accidents.

Many unsafe conditions are the result of equipment and facilities wearing out through prolonged use or sometimes abuse. Therefore, it is very important that unsafe conditions be discovered and corrected before they cause injuries.

Larger shares of unsafe conditions are often the result of employee action. No matter how well they are trained, they will on occasion, cause unsafe conditions. A program of planned inspections will provide an effective means of uncovering unsafe conditions and provide a safe workplace.

Planned Safety Inspection Policy

Planned safety inspections at Advanced Masonry Systems will be conducted onsite by Supervisors and Safety Coordinator on a continual basis. The company will use the Jobsite Safety Checklist to perform periodic inspections. Items to be included are housekeeping, machinery, personal protection, fall protection, equipment and fire protection. Deficiencies noted must be corrected immediately or depending on their nature, within a reasonable time frame.

Additionally Safety Inspections will be performed by other organizations, such as the Construction Manager, General Contractor and Safety Consultants. All violations presented during these inspections will be corrected immediately if at all possible.

In addition to management safety audits, special inspections will be performed on lift equipment, mobile equipment and others required by manufactures and government safety regulation.

Reports of these inspections and all other inspections are to be maintained and available for inspection.

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
d/b/a Advanced Masonry Services

(Petitioner/Appellant)

vs.

NATIONAL LABOR RELATIONS BOARD

(Respondent/Appellee)

A Petition for Review of an Order of the National Labor Relations Board

N.L.R.B. Case No. 12-CA-221114

Tab No: 30



Fall Protection Program

Advanced Masonry Systems

1. INTRODUCTION

Purpose: To establish the minimum criteria for employees when working above ground floors or other work platforms. In order to prevent injuries caused by falls from elevations this program is necessary for the safety of all employees. It is important to train all personnel of the various types of fall hazards. Hazards occur at locations such as leading edge work areas, stairways, floor openings, and windows openings, open sided floors and on scaffold systems.

Scope: This policy applies to all company employees working on sites and who may be exposed to fall hazards in the course of their daily activities. This program also applies to non-site personnel, visitors and all individuals on site exposed to a fall hazard. AMS requirements for fall protection starts at a 6' elevation. No exceptions.

2. SAFETY GOALS AND OBJECTIVES

Management: The goal of management is to drastically reduce and eventually eliminate the occurrences of falls from elevation in the construction of our projects. Through effective administration, cost controls, enforcement and evaluation of related incidents; management will continually modify the fall protection measures until these injuries are eliminated.

Supervision: The goal of the supervisory personnel will be: ensure compliance of the company's fall protection program, enforcement of these requirements, hazard identification, hazard mitigation and providing adequate training for all field personnel. By striving for effective training, compliance and hazard mitigation fall injuries will be minimized.

Employees: The goals of the employees will be:

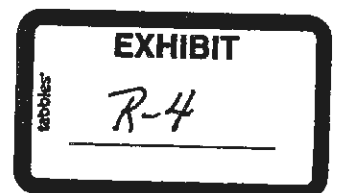
- To obtain the understand the AHA Orientation regarding Fall Protection
- To understand the hazards associated with working at heights.
- To understand what the policies are relating to fall protection.

2. ACCOUNTABILITY AND ENFORCEMENT

Accountability: All AMS Management Personnel and The Safety Department will be held accountable for the enforcement and compliance of:

- The overall job accident/incident rate and number of fall injuries.
- Daily Visual Inspections.
- Review of accidents investigations and corrective measures implemented.

Enforcement: The safety of all the employees is essential. Any employee who does not comply with our Fall Protection policy will be disciplined.



4. HAZARD IDENTIFICATION AND ELIMINATION

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Jobsite Inspections: All company job sites are inspected daily for Fall Protection Hazards.

Planning: Planning is one of the most important parts of Safety when working at elevations of 6' or higher. Management must plan ahead to ensure areas of concern are identified before we start work.

Analyzing the Work Area: Focus on the work areas, on a regular basis, that are most likely to result in falls and the activities in which the employees will be exposed. Review these tasks to look for a different way to complete the work and minimize the exposure to employees.

5. FALL PREVENTION

Engineering Controls: The following items will be used whenever possible.

1. Avoidance Whenever possible the tasks performed away from the exposed areas. Keep employees away from the area or provide platforms to prevent a fall of 6' or less.
2. Barriers Install guardrails, mid rails and toe boards
3. Hole Covers Install covers or barriers over all floor openings greater than 2" in any dimension.
4. Personal Fall Protection All employees will use fall protection systems when none of the first three engineering controls are not able to provide complete protection. The following items are part of the fall protection system.
 - a. A full body harness is permitted for fall arrest.
 - b. Shock absorbing lanyards or retractable lanyards are acceptable.
 - c. All lanyards and retractors will have double locking snap hooks.
 - d. A secure anchor point will be used.
 - e. All fall arrest systems will be inspected before each use by employee.

6. SPECIALIZED FALL PROTECTION

Beam Straps, Anchors and other suitable Tie-off points

At times there are circumstances that present a difficult challenge. The following items will be reviewed for usage when this condition exists. 5k or 10k lbs Anchor Points, Hollow Core Anchor Points, Non-Shock Absorbing Straps, Concrete Anchor Points among a few. Planning will help determine what systems are better suited depending on the work conditions.

. INSPECTION AND MAINTENANCE OF FALL PROTECTION SYSTEMS

Guardrail Systems:

Will receive a daily visual inspection by the foreman and on site Safety Personnel. All Guardrails require to be properly maintained and are to be fixed immediately once a defective condition is noticed.

Personal Fall Arrest Equipment:

Will be inspected by the user every day prior to being placed into service on that workday. Any defective items will be removed and replaced immediately.

Anchorage Points:

Will be checked prior to every use by the user. Anchorage Points will be sufficient to hold the intended load of 1,800 pounds per attached worker that is using retractor or shock absorbing lanyard. If other attachments are used, the anchorage point must hold 5,000 pounds per attached worker.

8. TRAINING

Instruction:

Formalize Training in Fall Protection will be provided to all employees when hired and whenever there is a change in assignment. Annual re-training will be provided to all employees in the following areas:

1. When fall protection is required.
2. What fall protection devices are available.
3. The maintenance and inspection requirements for fall protection devices.
4. Physics of a fall. See Appendix A

9. RESCUE PROCEDURES (see Rescue Plan)

Rescue Methods/Options of Fallen Personnel:

All employees/individuals will be rescued by on site-trained personnel that are knowledgeable in rescue procedures utilizing forklift, boom lifts, ladders and man baskets. Rescue personnel will decide which method and equipment are most effective in each situation. See Rescue Plan.

Communication:

In the event of all fall, the following people will be notified as soon as possible.

1. Trained rescue personnel.
2. Emergency Medical Services through a call to 911.
3. AMS's Safety Director.
4. Safety Director will contact Employee's family

10. INJURY/INCIDENT INVESTIGATION

Conducting the Investigation:

All accidents or near miss investigations will be conducted by the company Safety Director/Safety Coordinator. Documentation will include all of the following items:

1. Interviews with Foreman, Safety Coordinator, other employees and witnesses.
2. Advanced Masonry Systems injury investigation forms will be completed.

Interviews:

The Safety Director/Safety Coordinator will interview the following personnel for evidence only, not looking for fault.

1. Victim's friends.
2. Co-Workers.
3. Witnesses.
4. Jobsite supervisory personnel.

11. PROGRAM EVALUATION

Evaluation of the Program:

Advanced Masonry Systems will constantly strive to improve the performance of prevention and protection to the benefit of our employees. Our goal is to improve performance continually with the ultimate goal of having 100% Fall Protection on all of our jobsites. Criteria used to evaluate this performance will be the following

1. Injury and near miss reports.
2. Medical Reports.
3. Incidents rates.
4. Management, Supervisory and Employee Compliance.
5. Industry Comparison.

In closing, Advanced Masonry Systems has a culture where the Safety of our employees is out top priority. We just don't say it... we practice it!. We take the lives of our employees very seriously and will never purposely put our employees in harm's way. We have a Safety Department 100% committed to train our employees about the hazards of working at elevations of 6' of more.

Appendix A**PHYSICS OF ALL FALL**

Elapsed Time	Distance Traveled	Velocity ft. per sec.	Speed MPH	Force At Impact
0.00	0	0	0	0
0.25	1 ft	8	5.5	400 lbs
0.50	4 ft	16	11	1600 lbs
0.61	6 ft	20	14	2400 lbs
0.75	9 ft	24	16	3600 lbs
1.00	16 ft	32	22	6400 lbs
1.25	25 ft	40	27	10000 lbs
1.50	36 ft	48	33	14000 lbs
1.75	49 ft	56	38	19600 lbs

*Note – Calculations based upon a 180-pound worker carrying 20 pounds of tools.

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N.L.R.B. Case No. 12-CA-221114

Tab No: 31



ANY
FALL
PROTECTION
VIOLATION
WILL BE GROUNDS FOR
AN IMMEDIATE
TERMINATION

tabbles®
EXHIBIT
R-5

CASE NO. 18-14163

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ADVANCED MASONRY ASSOCIATES, LLC
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Tab No: 32

6 Pasos Simples Que podrían Salvar Su Vida

Abroche de Pareja



1. Jale el abroche de barra central completamente a través del estabón cuadrado.
2. Deje que el abroche de barra central se acomode en su lugar encima del estabón cuadrado.
3. Jale lo que sobra del cinturón para que los franjes se aprieten bien.
4. Presione los presitos para que sostenga los extremos de las correas.

Hebilla



1. Ponga el cinturón suelto a través de la hebilla, metiendo el perno por el hueco adecuado.
2. Enroje lo que sobra del cinturón por los presitos para retener los extremos.

Hebilla con Conedera Ajustable



1. Inserte el cinturón por la hebilla encima de la conedera ajustable y otra vez, abajo de la conedera por la hebilla.
2. Jale el extremo del cinturón para apretarlo.

Estos 6 pasos de seguridad están siempre en las instrucciones que vienen con el equipo.



3. Póngase el equipo por los hombros para que se ajuste. Si se coloca en medio de la espalda entre los omoplatos.



6. Si usted lleva los cinturones de seguridad, asegure todos los asientos para que queden bien sujetos y estables, pero que algún momento se puedan mover si se presionan.



2. Si la cintura de pecho parece un poco alta, asegure la hebilla en la parte superior de la cintura y asegurela bien.



5. Asegure la cintura de pecho y asegure el extremo de la parte de pecho. Asegure la parte de pecho.



1. Siempre use el equipo de seguridad para que se ajuste bien a su cuerpo. Si no se ajusta bien, asegurelo bien.



4. Si el cinturón de pecho parece un poco alto, asegure la hebilla en la parte superior de la cintura y asegurela bien.

Si tiene preguntas, llámenos a 1-800-873-5242

EXHIBIT
R-6